

THE CONSTRUCTION AGREEMENT

NATIONAL AGREEMENT

2017

between

THE SWEDISH CONSTRUCTION FEDERATION (BI)

and

THE SWEDISH BUILDING WORKERS' UNION (Byggnads)

Period of validity 1 May 2017 – 30 April 2020

*This is a translation of the Swedish text.
The Swedish text is the original and shall prevail.*

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GENERAL TERMS AND CONDITIONS

§ 1 REGISTRATION OF WORKPLACE, INFORMATION, ASSISTANCE AND AUTHORITY

1 REGISTRATION OF WORKPLACE

The employer shall as soon as possible, however, not later than in connection with the commencement of the work, register a new workplace in writing where the volume of work is expected to exceed 900 working hours. The company submits the registration by post, e-mail or fax to the local branch of Byggnads concerned with copy for information to the local office of BI concerned.

In the case of those workplaces where the registration of the workplace does not need to be made according to the first paragraph and where the volume of work after the commencement of the work is expected to exceed 900 hours, the employer shall inform the local branch of this as soon as possible. The registration of workplace in that case need only be made if expressly requested by the local branch. (Also see § 3 item 3.1.1)

The employer proposes the form of performance pay at workplaces where performance pay should be applied.

2 WORKPLACE INFORMATION

An employer shall, in an appropriate manner, inform the workers, who shall work at the workplace, about the scale of the work, what work shall be performed by ancillary- and subcontractors, the wage form, safety regulations, working hours, breaks, the workplace and work environment organisation and otherwise such matters that are important to know about the workplace.

The need for information may be determined taking account of the scale, permanence and character of the workplace.

3 RIGHT TO ASSISTANCE

When an employer or team of workmen and/or a worker is a party under this agreement, and when so stipulated in the Co-determination in the Workplace Act

(MBL) or other legislation, the employer or team of workmen and/or a worker has a general right to assistance from their organisation.

4 DELEGATION OF MANDATE BY AUTHORITY

In companies where a CD organisation exists in accordance with the rules in Appendix C, Byggnads has the right by authority to delegate a mandate to a trade union representative in deliberations or negotiation in those cases where the Byggnads Region is named as a party under this agreement. In other companies, Byggnads may delegate such a mandate to a trade union representative after written agreement with the company.

When authority is granted, a continued absolute right applies for trade union representatives to request assistance from the Byggnads Region concerned at the location in accordance with item 3 above.

§ 2 WORKING HOURS

1 REGULAR WORKING HOURS

1.1 The length and planning of working hours

Regular working hours are 40 hours per ordinary working week (excluding breaks). The employer and representative for the team of workmen may reach agreement on the planning of working hours for each individual workplace and/or part of a workplace. Such agreement shall be in writing and may be reached at the earliest when such representative has been appointed. The regular working hours may be planned, from Monday to Sunday, with start not earlier than 05.00 and end not later than 24.00.

The working hours may be arranged as above with 40 hours per week on average calculated over a four-week period (total 160 hours).

If an agreement on regular working hours has not been reached with the team of workmen, the working hours are 06.30-17.00 in accordance with the provisions in § 2 item 1.4.

1.2 Change in working hours through change of workplace

A worker who moves from one workplace to another workplace or part of a workplace with regular working hours which deviate from the worker's previous regular working hours, retains his/her previous regular working hours during a transition period of one month, provided that no other agreement is reached. The transition period is calculated from the day that the worker is informed of the new working hours.

A worker who moves to a workplace where the regular working hours are planned during inconvenient working hours (§ 2 item 5), which deviate from the worker's previous regular working hours, has the right to have his/her regular working hours arranged between 06.00 and 17.00 if the worker has a specific impediment to working during inconvenient working hours. Such impediments may include child care times which are not possible to change or other very important private life reasons. If workers cite special impediments, the employer is obliged to examine the possibility of moving another worker who does not have special impediments. The local branch has preferential

right of interpretation in the event of a dispute regarding duty to perform work under this provision.

1.3 Individual agreement on working hours

The above provisions do not prevent the employer and individual worker from reaching an individual agreement on planning other regular working hours for the worker. Such agreement on individual working hours may be of a temporary nature or apply until further notice and may be planned from Monday to Sunday between 05.00 and 24.00. An individual agreement on working hours shall be in writing if it applies for a period of four weeks or more. An individual agreement on working hours may be terminated subject to one month's notice, provided the parties concerned have not agreed otherwise. Notice of termination shall be in writing.

In connection with the placing of a worker with individual working hours in a performance pay workplace, the employer shall confer with the team of workmen, with the aim of finding a solution based on mutual agreement, provided that the worker's working hours deviate by more than one hour per day from the regular working hours agreed at the workplace.

1.4 Regular working hours if agreement is not reached

If no agreement has been reached on regular working hours with the team of workmen or worker, the regular working hours are eight hours per day (excluding breaks) Monday to Friday between 06.30-17.00. After consultations in the workplace, three breaks should be planned for a total of one hour and fifteen minutes.

The employer has the right to shift the working hours by up to 30 minutes in each direction on account of local administrative rules or the like.

Transitional rule

The new wording in the first paragraph takes effect on 1 November 2017. Until then, the employer can only plan the regular working hours of eight hours per day (excluding breaks) Monday to Friday from 06.45 until 16.00. After consultations in the workplace, three breaks should be planned for a total of one hour and fifteen minutes.

1.5 Regular working hours for cleaning staff

In the case of cleaning staff, notwithstanding the provisions of § 2, another agreement may be reached between the employer and the worker concerned regarding the length and planning of the regular working hours and the degree of employment of the worker. The regular working hours may be planned, from Monday to Sunday, with start not earlier than 05.00 and finish not later than 24.00. Such agreement shall be in writing.

1.6 Average weekly working hours including overtime

The average weekly working hours including overtime for full-time work for workers may amount to not more than 48 hours during a period of computation of four months.

The period of computation may be increased to a maximum of six months by special agreement with the local branch.

1.7 Shift working hours

1.7.1 Right to carry on work in shifts

Employers have the right to carry on work in shifts in accordance with what is shown in this agreement. The rules represent a departure from the rules on night rest and weekly rest contained in §§ 13 and 14 of the Working Hours Restriction Act. (The employer consequently does not need to apply for special exemption for shifts from the Swedish Work Environment Authority.

1.7.2 Work in two shifts during slipform construction etc.

During short-term slipform construction and other such work, which for technical reasons must be carried out without interruption and is expected to continue for a maximum of ten 24-hour periods, the employer has the right to carry out the work in two so-called long shifts of eleven working hours (excluding breaks).

1.7.3 Work in three shifts during slipform construction etc.

The employer has the right to carry on continuous work in three shifts during slipform construction and other such work which for technical reasons must be carried on without interruption. During such shift

working, the regular working hours per three- week period are an average of 35 hours per week (excluding breaks).

The employer and the Byggnads region concerned shall reach agreement on arrangement of shift schedules with due observance of the working hours regulations under the law and collective agreement.

1.7.4 Intermittent work in three shifts

Intermittent work in three shifts is shift work which is interrupted over Sundays and holidays. The employer has the right to carry on such shift working when the work for technical or other special reasons should not be interrupted, e.g. in order to reduce the period of operational disruption in industry or the like. During intermittent work in three shifts, the regular working hours per three-week period are an average of 36 hours per week (excluding breaks). Working hours of not more than 7.5 working hours per shift shall be arranged during the first five days of the week up to 07.00 on Saturday.

The employer and the Byggnads region concerned shall reach agreement on arrangement of shift schedules with due observance of the working hours regulations under the law and collective agreement.

2 PLANNING OF WORKING HOURS BETWEEN 24. 00 AND 05.00

The employer and the Byggnads region concerned may reach an agreement on the planning of working hours between 24.00 and 05.00 for an individual workplace and/or part of a workplace. Such agreement may relate to a period of not more than one month. Thereafter, agreement is required between the central parties.

The following work during the construction of a power station may, after deliberations with the Byggnads region concerned, when needed be conducted at night:

- 1) Concrete casting and therewith connected work, to the extent that the casting for technical reasons must continue without interruption.
- 2) Protective work, which for example relates to pumping, night watch services and observation services.

- 3) Machine repairs which are necessary in order to avoid work disruptions.
- 4) Excavation work involving machinery with a bucket of at least 3 m³.

3 UNDERGROUND EXCAVATION WORK

The terms and conditions regarding working hours are found in Appendix L.

The terms and conditions regarding underground excavation work supplement are found in § 3 item 4.7.

4 COMPENSATION FOR SPECIAL REDUCTION IN WORKING HOURS

4.1 Hourly paid

In the case of work specified below, current wages are increased according to § 3 item 6.2 by the following percentages.

<i>Type of work</i>	<i>Weekly working hours</i>	<i>Compensation</i>
Work in three shifts during slipform construction under § 2 item 1.7.3	35 hours	14,3 %
Intermittent work in three shifts under § 2 item 1.7.4	36 hours	11,0 %
Regular working hours during underground excavation work under § 2 item 3	36 hours	11,0 %
Intermittent work in three shifts during underground excavation work under § 2 item 3	34 hours	17,5 %

4.2 Monthly-paid

An unchanged monthly wage is paid in event of reduction in working hours.

5 INCONVENIENT WORKING HOURS (IWH)

Inconvenient working hours occur during the following periods and are compensated per hour by the percentages shown in the table below.

IWH compensation is not awarded during overtime work.

05.00								
22.00	IWH 3 = 70% of current wage*							
19.00	IWH 2 = 40% of current wage*					IWH 3 = 70% of current wage*		
17.00	IWH 1 = 20% of current wage*							
06.00	Ordinary current wage*							
05.00	IWH 1 = 20% of current wage*							
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Public holiday

* The term *current wage* is defined in § 3 item 6.2.

For monthly-paid, the monthly wage is recalculated to wage per hour as follows: (the monthly wage x 12) / (52 x average weekly working hours)

6 OVERTIME WORK

6.1 Planning of and compensation for overtime work

When required by special circumstances, work may be performed by overtime, i.e. over and beyond the worker's regular working hours measured per week.

Prior to performance of such overtime work, agreement shall be reached between the labour management and the workers concerned. However, at the request of the employer, short-term overtime work of a temporary nature may be performed without such agreement.

Overtime work may not be refused in the following cases:

- In the event of risk of personal injury or damage to property.
- When machine operators and drivers etc. and other operators (§ 3 items 9.1.6-9.1.8), are instructed to carry out maintenance to machinery (for example lubrication, driving with hot engine, refuelling) outside of regular working hours.
- When it is a matter of short-term repair, maintenance and conversion work in industrial, office, business, hotel and restaurant premises, when overtime work is urgent due to technical circumstances or when the premises are in use during regular working hours.

Overtime may occur during the following periods and is compensated per hour by the percentages shown in the table below:

05.00								
22.00	OVERTIME D = 100% of current wage*							
19.00	OVERTIME C = 70% of current wage*					OVERTIME D = 100% of current wage*		
17.00	OVERTIME B = 50% of current wage*							
06.00	OVERTIME A = 30% of current wage*							
05.00	OVERTIME B = 50% of current wage*							
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Public holiday

* The term current wage is defined in § 3 item 6.2.

Workers shall receive hourly compensation for hours worked and overtime pay according to the table above. When overtime pay is awarded, IWH compensation shall not be awarded.

For monthly-paid, the monthly wage is recalculated to wage per hour as follows: (the monthly wage x 12) / (52 x average weekly working hours)

Overtime work may instead be compensated with time off (compensatory leave) under § 2 item 7.

6.2 Limitation of overtime work

Overtime may be claimed to a maximum of 48 hours during a four-week period or 50 hours during a calendar month, however, to a maximum of 200 hours per year (general overtime).

The employer and the local branch may reach an agreement that workers, over and beyond the general overtime, may work overtime of an additional not more than 150 hours per year provided that the working hours of the workers do not exceed 13 hours per day and that they are given the possibility of at least 11 hours of rest per day.

When the overtime work is compensated with time off (compensatory leave) the hours of overtime which were compensated with time off are added to the scope for overtime. The scope for overtime refers to the total number of hours of overtime a worker may work during one year.

6.3 Overtime journal and overtime period

Employers shall keep a journal of all workers' overtime. A worker's scope for overtime shall be shown in the journal under § 2 item 6.2.

The general rule is that the overtime period runs from the period 1 January-31 December (calendar year). If the employer instead applies the overtime period 1 April-31 March (holiday year) the CD group, trade union representative or if such are lacking, the local branch, shall be informed.

7 COMPENSATORY LEAVE

Workers may save overtime and take out the overtime as time off (compensatory leave) instead of overtime pay, if it can take place without difficulty for the operations. The compensatory leave is planned according to agreement between the worker and the employer. The worker receives compensatory leave as follows:

<i>Overtime</i>	<i>Time off</i>
Overtime A	One hour overtime = 1.3 hours of compensatory leave
Overtime B	One hour overtime = 1.5 hours of compensatory leave
Overtime C	One hour overtime = 1.7 hours of compensatory leave
Overtime D	One hour overtime = 2 hours of compensatory leave

In the event of compensatory leave, hourly-paid workers receive their agreed hourly wage on the withdrawal date, including the outcome of the variable wage portion, for the performance wage as well as the hourly wage. For monthly-paid workers, no wage deduction is made in the event of compensatory leave.

Overtime which has been worked during the overtime period applied by the employer and which has not been taken out as compensatory leave during the overtime period shall be compensated with overtime pay. Such overtime pay shall be paid out not later than the first wage payment opportunity, which occurs closest to the end of the overtime period, unless the employer and worker have agreed otherwise. The overtime pay shall be calculated on the worker's current wage per hour at the end of the overtime period. In the event that the worker is temporarily dismissed at the end of the overtime period, the overtime pay shall instead be calculated on the last current wage for time worked.

§ 3 WAGE TERMS AND CONDITIONS

1 GUIDELINES FOR SETTING OF WAGE RATES

The setting of wage rates should have a positive effect and stimulate good work efforts. The setting of wage rates can thus contribute to increased productivity and profitability and consequently even to greater job security. This shared value has provided the basis for the design of the wage terms and conditions.

The agreement incorporates the wage forms, performance pay and time wages. Within the framework of these rules, companies can reach agreement with the local branches concerned within Byggnads regarding different incentive systems which are adapted to companies' operations.

The wages should offer fair compensation for work performed in relation to the results achieved. The results may be measured in various ways.

The incentive system which should be applied is the one which best takes account of the requirements for productivity, quality, good working environment, safety and long-term wage trends. The incentive system shall stimulate teamwork and offer the possibility of development for the workers and the company's operations.

2 WAGE FORMS

2.1 Wage definitions

The wage forms are performance wages and time wages.

Performance pay includes all the various forms of piecework pay and merit wages and combinations of these. A performance pay system incorporates a variable wage portion.

Time wages are fixed wages. However, as shown in § 3 item 4.1, time wages may be supplemented by a smaller variable wage portion of not more than 6 per cent of the agreed time wages without therewith being regarded as performance pay.

2.2 Applicable wage forms

2.2.1 Performance pay (piecework wages and merit wages)

2.2.1.1 *Performance pay agreement covering workplace*

Performance pay is the main form of wages for the following work:

- woodwork, concrete work and bricklaying work (WCB work) in new production, repair, conversion and extension work (ROT), in house and building production as well as demolition work which is part of the WCB work.
- tiling work, weatherproofing work, under roof mounting, flooring work, scaffolding work, i.e. work performed by companies with particular business specialisation which have piecework schedules approved by the central parties.

Wages for performance pay work are calculated per hour unless otherwise follows from § 3 item 8.

Performance pay is applied for each individual workplace or by agreement under § 3 item 2.2.1.2 for several workplaces.

Under § 3 item 3.1.1, the parties concerned also have the possibility to reach agreement on fixed time wages in the form of hourly wages for the above-mentioned work. At workplaces which lack the requirements for performance pay (piecework wages and merit wages) and for repair and conversion workplaces less than 900 hours, an agreement on time wages in the form of hourly wages should be reached. However, if agreement is not reached, the performance pay rules apply in their entirety.

2.2.1.2 *Wage agreement covering several workplaces*

The employer and the local branch may, within the framework of the agreement's performance pay terms and conditions, reach a wage agreement which applies for several workplaces within e.g. an organisational unit of a company and for local or regional companies.

The employer and the local branch concerned should draw up proposals for how the wage agreement should be designed, its scope, duration of the reconciliation period and for which period of time it

should apply. Representatives for the employers shall participate in these discussions.

The local branch may only enter into agreements in respect of its geographical area. However, the scope of agreement may be extended to also include a larger geographical area through a mandate from one or more other local branches.

If agreement is not reached, wage negotiation should be carried out for each workplace.

2.2.2 Time wages

Time wages is the main form of wages for the following work:

- construction services work, land improvement work and work that is performed by companies with particular business specialisation which should not have performance pay under § 3 item 2.2.1.1.
- other work which is performed by workers who are not covered by performance pay, for example drivers, diving workers, warehousemen, lift servicemen, forge workers, machine repairmen, cleaning staff and machine operators who should not have performance pay under § 3 item 5.

Time wages may be awarded in the form of hourly or monthly wages. The parties also have the possibility to reach agreement on performance pay for such work.

2.2.3 Special wage terms and conditions

There are special wage terms and conditions for companies with particular business specialisation in § 3 item 7, diving work in § 3 item 4.6, tower crane and machine operators in § 3 item 5 and for construction service operations in § 3 item 8.

3 PERFORMANCE PAY

3.1 General terms and conditions for performance pay (piece-work wages and merit wages)

3.1.1 Parties

Local parties: The employer and the team of workmen are parties in respect of work which in its entirety is expected to amount to not more than 900 hours.

The local branch at Byggnads is the worker party concerned in respect of work which in its entirety is expected to exceed 900 hours.

If a workplace in the course of the work will exceed 900 hours, the local branch has the right to call for negotiation in respect of the part which exceeds the previous wage agreement. (Regarding registration of workplace, see § 1 item 1.)

Central parties (only applies to WCB): BI's local office concerned and Byggnads' local branch concerned are central parties for work which in its entirety is expected to amount to not more than 900 hours.

BI and Byggnads are central parties for work which in its entirety will exceed 900 hours.

3.1.2 Negotiation procedure for performance pay

3.1.2.1 *Local negotiation*

The employer prescribes a proposal for a performance pay model in the registration of workplace or in another manner under § 1 item 1. When the documentation has been produced, the employer shall contact the worker party concerned to determine the time and place for local wage negotiation. The dates for production of documentation are specified in § 3 item 3.1.7.

The local wage negotiation shall commence within two months of the start of the work at the latest, unless otherwise agreed.

3.1.2.2 *Central negotiation*

If the local parties cannot agree, a central party may request central negotiation within 15 calendar days of the conclusion of the local negotiation session.

Central negotiation shall begin as soon as possible and be conducted promptly.

3.1.2.3 *Wages if performance pay agreement is not reached*

If agreement is not reached or if the central parties refrain from requesting central negotiation, the employer shall apply the centrally determined payment level in the location for the worker concerned.

3.1.3 **Performance pay agreement**

Performance pay agreement must be in writing.

3.1.4 **Wages before performance pay agreement is reached**

For the period before the performance pay agreement is reached, the employer shall pay wages equivalent to the centrally determined payment level under § 3 item 3.1.6 in the location to the worker concerned. The payment level shall be awarded from the date of commencement of the workplace until a final written agreement on performance pay is reached.

3.1.5 **Agreement on fixed portion and payment level**

The local parties concerned shall reach agreement on the payment level and where appropriate, on the fixed wage portion. The fixed portion is a wage portion that is awarded in respect of all time worked and which is not affected by the performance of the team of workmen. The payment level is a preliminary advance wage covering the period before each reconciliation.

If it becomes obvious during production that the prospective wage will be substantially less than the payment level, the local parties will establish a lower payment level.

3.1.6 Fixed portion and payment level if agreement is not reached

If agreement cannot be reached between the local parties concerned in connection with WCB work concerning the fixed portion and the payment level, the fixed portion and payment level set by the central parties annually in the location shall be applied.

3.1.7 Documentation

The employer shall produce documentation for performance pay, e.g. piecework documentation for piecework or estimates, budgets or equivalent for merit wages, which shall serve as the basis for the performance pay. The employer shall thereafter promptly and not later than two months after the commencement of the work, provide and show the documentation to local parties, unless special reasons exist.

3.1.8 The duration of the reconciliation period

For performance pay work, the local parties shall reach agreement on the duration of the reconciliation period. If no agreement is reached, the reconciliation period shall cover three months.

3.1.9 Performance pay time and other time

For each worker, all time at the workplace shall be entered as performance pay time. Time that workers have spent on performance of duties in their capacity as safety representative and trade union representative shall be specially reported.

3.1.10 Time record

The employer should issue a time record for each wage period to the representative of the team of workmen, e.g. the foreman. A time record should be delivered on the request of the representative.

3.1.11 Distribution rate

Distribution rates for workers are set out in the tables in § 3 item 9.2 and 9.3. The distribution rates serve as the basis for the calculation of fixed wage portion, payment level and performance pay bonus for each worker category. The number of distribution hours is calculated through multiplication of the workers' hours worked by the distribution rate shown in the tables.

For apprentices and other workers with distribution rates lower than 1.0, an amount is added to the total bonus during reconciliation of performance pay with fixed and variable portions. The amount is calculated by adding together the working hours of the apprentices and other workers concerned during the reconciliation period. The amount is reduced by the workers' above-mentioned distribution hours. The difference between hours worked and distribution hours is multiplied for performance pay work by 23 Swedish kronor per hour, however, in the case of pure merit wages by 10 Swedish kronor per hour, whereupon each amount is added to the bonus total. (Pure merit wages, see § 3 item 3.3.1.)

3.1.12 Reconciliation of performance pay

Work that is compensated by performance pay should be reconciled with the documentation forming the basis of the performance pay agreement. Reconciliation is performed collectively by the local parties that reached the agreement, unless the parties agree otherwise.

The local parties decide collectively on a time and place for when reconciliation shall occur.

3.1.13 Calculation of performance pay and preparation of distribution list

During the reconciliation, the local parties that reached the performance payment agreement shall make an estimate of the wage outcome for work performed and prepare control documentation and a distribution list by means of a common IT reconciliation tool. For the period until the IT tool has been developed, the worker party shall provide control documentation and a distribution list, unless otherwise agreed. The distribution list serves as the basis for payment of performance pay bonus after reconciliation has taken place.

3.1.14 Dispute regarding, size, reconciliation or calculation of performance pay

If the question arises whether or not work is included in a performance pay agreement that has been reached, the work should be started anyway and note taken of how much time is spent on performing the work.

In the event of disagreement regarding payment for performance pay work in connection with reconciliation, the local worker party should set forth their case (claim) and grounds (reasons) and the employer should set forth their view and the basis for that. If one of the local parties changes their view in relation to what was stated on the reconciliation date, the opposing party should be contacted immediately and be informed in writing of the new claim and the grounds for the claim. This applies regardless of whether or not the local parties were in agreement on the local reconciliation date. Control documentation and distribution list are sent thereafter by post by the Byggnads region concerned to the employer's representative on the reconciliation date, unless otherwise agreed.

Within ten working days of the receipt of the control documentation and the distribution list, the employer or their representative shall send a detailed description of the dispute to the Byggnads region concerned to the e-mail address specified in § 10 or in another suitable manner. In the detailed description of the dispute, the amount in dispute must be specified and it must be stated that local dispute negotiation is requested under § 35 of the Co-determination in the Workplace Act (1976:580) (MBL). The detailed description of the dispute should be signed by the employer or their representative. The employer shall award the amount agreed during reconciliation to the workers concerned.

Disputes shall be heard as a legal dispute about wages under § 10.

3.1.15 Recalculation of monthly wages for temporary performance pay work

When a monthly-paid worker is temporarily included in a performance pay team, the worker's payment level per hour worked consists of the monthly wage divided by 174.

3.2 Piecework wages

3.2.1 Measuring piecework based on centrally produced piecework schedules

For measurement of piecework based on piecework schedules produced by the central parties, in addition to what is set forth in this agreement, the rules stated in each schedule also apply. In the event

of a conflict between the rules in a piecework schedule and this agreement, the rules in the piecework schedule apply.

3.2.2 Different piecework wage systems and production of documentation

The following piecework wage systems may be applied:

- piecework based on the piecework documentation produced by the employer.
- piecework based on centrally produced time lists for new construction or conversion.

Piecework may be combined with other parameters than time e.g. quality and material usage.

3.2.3 The scope and content of piecework

The work shall be conducted as common piecework for all WCB trades unless the local parties agree otherwise. However, if the employer's operations are divided into a building part and a construction part according to Appendix A2 or a business part with particular business specialisation under § 3 item 7.1.1, the work shall be carried on divided into each business area unless otherwise agreed.

3.2.4 Piecework target rate

When a piecework agreement is reached, the correct number of hours (accepted unit hours and calculated volumes) shall be used in the piecework documentation in order to prevent hours being added for the purpose of keeping down the piecework target rate. The piecework target rate forms the basis for control of additional and deductible work from the piecework agreement, unless the parties reach a different agreement.

3.2.5 Exempted work

It should be specified in the piecework agreement what work shall be performed by ancillary- and subcontractors or other business areas of the company and what is exempted from the piecework. If possible this information shall also be shown in the piecework documentation and workplace information.

3.2.6 Outsourcing of work covered by a piecework agreement to subcontractors

When an employer needs to outsource a significant part of the work included in a piecework agreement that has been reached to a subcontractor, an agreement should be reached with the worker party concerned regarding deduction of outsourced work from the piecework agreement.

If such agreement is not reached, the employer may unilaterally outsource the work to a subcontractor. If requested by the worker party during the subsequent piecework reconciliation, the parties shall consider and adjust any impact on the wage outcome of the team's remaining work, which arose due to the outsourcing. Adjustment of the wage outcome does not occur if the outsourcing to subcontractors was caused by the team of workmen.

3.2.7 Work not included in the piecework rate

Work which is not included in the piecework rate shall be performed against payment of the agreed fixed portion and of the variable portion in accordance with what is stated below.

- 1) If the volumes are known or possible to determine for the additional work and equivalent work is planned in the piecework agreement, the unit times used in the piecework agreement shall be applied for determination of the variable wage portion. An object increment is awarded for these unit times if it apparent from the original piecework agreement.
- 2) If the volumes are known or possible to determine for additional work, but equivalent work is not planned in the piecework agreement, the parties shall reach agreement on unit times for determination of the variable wage portion. Object increment in original piecework agreement shall be considered in determination of these unit times.
- 3) If settlement cannot be made under 1) and 2) above, hours spent working shall be compensated using the piecework target rate. If the proportion of hours that would be compensated with the piecework target rate is abnormally high, the parties may reach agree-

ment on parallel time compensation under § 3 item 6.3 or on other compensation. If agreement is not reached, hours spent working shall be compensated with the piecework target rate.

- 4) Time worked by the worker at a different workplace shall be compensated with the wage that applies for the workplace. If the work at another workplace is of a smaller scale, parallel compensation under § 3 item 6.3 or other compensation may be awarded after agreement between the parties.
- 5) However, if the combined fixed and variable wage portion per hour is less than the basic wage, the compensation shall correspond to the basic wage.

3.3 Merit wages

3.3.1 Different merit wage systems

Merit wages means a wage system with a variable wage portion which is based on different types of results such as financial results, time, quality, material and resource usage and being on schedule.

Pure merit wages means that the variable wage portion is only based on financial results.

A merit wage system shall be developed in such a way that the outcome is measurable and may be reconciled.

If a merit wage system contains a piecework portion, this shall be dealt with according to the piecework rules in § 3 item 3.2. If the piecework portion is based on a calculation containing gross volumes, the parties shall reach agreement on how additional and deductible volumes shall be settled. In other respects, the rules for merit wages are applied.

3.3.2 Reconciliation and control

Reconciliation of merit wages is carried out by the local parties collectively. The parties shall agree on how the outcome shall be reconciled against the documentation that the merit wage system is based on.

The local parties should insert secrecy rules in the merit wage agreement.

4 TIME WAGES

4.1 Occupational groups covered by time wages

Time wages is the main wage form for all occupational groups and work under § 3 item 2.2.2. The employer may apply time wages or monthly wages. Time wages may be supplemented by a smaller variable wage portion of not more than 6 per cent of the agreed time wages without therewith being considered as performance pay.

4.2 Agreement on time wages and parties

An agreement on the size of time wages shall be reached between the employer and team of workmen or representative for the team of workmen in respect of operations with workplaces of less than 2,500 hours. For individual workplaces of 2,500 hours or more, the local branch is a party and the parties concerned have a mutual right to request negotiation.

4.3 Time wages if agreement is not reached

If an agreement is not reached, time wages are set at the company's time wages at the location for the workers concerned during the previous year plus the central agreement increase for the present year for each occupational group.

For newly started or newly established companies which did not have time wages for each occupational group in the location during the previous year, each occupational group's average time wage during the previous year applies according to the statistics compiled by the central parties.

4.4 Distribution rate

Distribution rates and distribution principles for workers who are part of a team of workmen with time wages are shown in the tables in § 3 items 9.2 and 9.3.

4.5 Conversion factor for change between hourly wages and monthly wages

For hourly-paid workers who change to monthly-paid, the hourly wages shall be multiplied by a factor of 174. For monthly-paid workers who become hourly-paid, the monthly wage shall be divided by a factor of 174.

4.6 Special terms and conditions for diving work

4.6.1 Wage form for diving operations

Companies that conduct diving operations are to be considered as companies with a particular business specialisation. However, time wages shall always apply in diving operations.

Time wages may be applied for the entire company's operations. Agreement that all or part of a company's operations are to be considered as diving operations shall be reached between the employer and the Byggnads region concerned where the company has its registered office and applies to workplaces in all of Sweden. A new agreement is not required for established companies that conduct diving operations.

4.6.2 Wages for diving work

4.6.2.1 Basic wage for divers who complete industrial training

Divers who complete industrial training are entitled to at least a basic wage as follows;

<i>Training level</i>	<i>hours</i>	<i>Dist. rate</i>	<i>Basic wage SEK/hour</i>			<i>Basic wage SEK/month</i>		
			Year 1 ¹	Year 2 ²	Year 3 ³	Year 1 ¹	Year 2 ²	Year 3 ³
1	1-1650	0,65	101,40	103,68	106,28	17 644	18 039	18 492
2	1651-3300	0,70	109,20	111,65	114,45	19 001	19 427	19 914

¹ Year 1 = from 1 May 2017 to 30 April 2018

² Year 2 = from 1 May 2018 to 30 April 2019

³ Year 3 = from 1 May 2019 to 30 April 2020

Appendix H, The vocational training agreement is applicable.

4.6.2.2 *Wage according to training and occupational certificate*

After approved school-based training or completed industrial training with approved distance education equivalent to 3,300 hours, divers are entitled to at least a basic wage as follows;

<i>Skills level</i>	<i>Hours dive time*</i>	<i>Dist. rate</i>	<i>Basic wage SEK/hour</i>			<i>Basic wage SEK/month</i>		
			Year 1 ¹	Year 2 ²	Year 3 ³	Year 1 ¹	Year 2 ²	Year 3 ³
1	1 – 400	0,75	117,00	119,63	122,63	20 358	20 815	21 337
2	401 – 800	0,88	137,28	140,36	143,88	23 887	24 423	25 035
3	≥ 801	1,0	156,00	159,50	163,50	27 144	27 753	28 449

* *Dive time = time under water according to logbook*

¹ Year 1 = from 1 May 2017 to 30 April 2018

² Year 2 = from 1 May 2018 to 30 April 2019

³ Year 3 = from 1 May 2019 to 30 April 2020

The diver together with his/her employer shall maintain a logbook of the diver's dive time, i.e. time under water. When the diver after completed training has completed 800 hours of dive time according to the logbook, an occupational certificate shall be issued.

Divers who after training as above, have worked 5,800 hours, but have still not reached 800 dive hours shall have a distribution rate of 1.0.

4.6.2.3 *Diving supplement in connection with underwater work*

Divers shall, in addition to approved time wages, receive a diving supplement for dive time (time under water) as well as time for dressing and undressing, which is related to and directly connected to diving. In connection with diving with air when the maximum exposure time for direct ascent according to tables valid at each time in the Swedish Work Environment Authority's statute book (AFS), a diving supplement shall also be awarded for decompression time. Diving supplement for decompression is awarded until the point of time when decompression is achieved at 50 per cent of the maximum time for the actual dive depth and at most until the dive can be repeated or regular working hours cease.

In connection with saturation diving, a special agreement is prepared. Saturation diving refers to diving where the body's tissue is saturated with inert gas. Normal repeated diving shall not be classified as saturation diving.

The dive supplement amounts to 47 per cent of the basic wage level stipulated in § 3 item 9.2 item 1 ($156 \times 0.47 = \text{SEK } 73.32/\text{hour}$ according to 2017 level).

4.6.2.4 *Diver attendant*

Diver attendants who are not trained divers are to be considered as skilled or other workers in accordance with the rules in § 3 items 9.1.3–9.1.4 and at least are entitled to a basic wage according to § 3 item 9.2 item 3 and 4.

5 SPECIAL WAGE TERMS AND CONDITIONS FOR TOWER CRANE OPERATORS AND MACHINE OPERATORS

5.1 Main wage form

The main wage form for tower crane operators and machine operators is time wages unless otherwise prescribed in § 3 items 5.2 and 5.3.

5.2 Wages for tower crane and machine operators who are part of a team of workmen in the case of performance pay (WCB)

A tower crane operator, who is employed by the same employer as the performance pay team (WCB) which the tower crane operator regularly works together with, is part of the team of workmen.

A machine operator who is employed by the same employer as the performance pay team (WCB) which the machine operator regularly performs lifting assistance and materials handling for, is part of the team of workmen.

Tower crane operators and machine operators as above shall be included in the performance pay agreement or receive the same compensation as the team of workmen.

5.3 Wages for hired out or loaned out tower crane and machine operators in event of work for a team of workmen with performance pay (WCB)

For hired out or loaned out tower crane or machine operators who regularly perform lifting assistance and materials handling for the performance pay team (WCB) at the workplace, the size of the wage during the period in question is governed by the rules for hiring and hiring out, Appendix A4 item 3, and borrowing and loaning out, Appendix A3 item 7.

5.4 Wages for operators when subcontractors supply tower cranes, machinery and operators

For subcontractors that are bound by the Construction Agreement and that supply tower cranes including operators and machinery with operators that regularly perform lifting assistance and materials handling for a performance pay team (WCB) at another employer, the workers' ordinary time wages apply. However, if the subcontractors work as above exceeds 900 hours, the workers concerned who have lower wages than the payment level receive additional compensation for time worked equivalent to the difference between the workers' ordinary time wages and the payment level (for WCB) within the statistical area in question.

When subcontractors perform work on running account and the time or scope of the contract is uncertain at the start of the work and the contract in the course of the work exceeds 900 hours, additional compensation according to the above shall be awarded to the workers concerned starting from the 601st hour.

6 GENERAL TERMS AND CONDITIONS FOR PERFORMANCE PAY AND TIME WAGES

6.1 Lowest wage – basic wage

Workers are guaranteed at least a basic wage per hour worked in accordance with § 3 items 9.2 and 9.3.

The employer shall award basic wage for hourly-paid or monthly-paid workers in the following cases:

- Temporary dismissal § 5 items 1.1-1.4.
- Stand-by time compensation § 5 items 2.1-2.2.
- Travelling time for assignment during and outside regular working hours § 6 item 2.7.2.

For monthly-paid workers, the basic wage is calculated by reducing the worker's monthly wage by 20 per cent. The deduction per hour is calculated, for full working hour's measurement, in the following way:

$(20 \text{ per cent of the monthly wage} \times 12 \text{ months}) / (52 \text{ weeks} \times 40 \text{ hours})$

The basic wage after deduction may not be less than the basic wage per hour in the tables in § 3 items 9.2 and 9.3.

6.2 Current wage

6.2.1 Definition

Current wage means the worker's fixed hourly wage or monthly wage at the time giving rise to the compensation, including outcome of variable wage portion, for the performance pay as well as the time wage.

6.2.2 Agreement on average calculation of current wage

The employer and the local branch may reach agreement on average calculation of current wage in respect of:

- compensation during temporary dismissal,
- public holiday allowance, and
- compensation in connection with the use of reduced working hours during the withdrawal year.

6.3 Parallel time and parallel time compensation

Parallel time is distribution time which is deducted during reconciliation. However, the parallel time shall be included in the performance pay reconciliation and shall be compensated with current wage for each worker (parallel time compensation).

6.4 Legal dispute regarding wages etc.

Disputes about payment for work are dealt with according to the provisions on legal disputes regarding wages in § 10.

7 SPECIAL TERMS AND CONDITIONS FOR COMPANIES WITH PARTICULAR BUSINESS SPECIALISATION

7.1 Performance pay

7.1.1 Work based on centrally produced piecework schedules

Performance pay is the main form of wages for the following work:

- tiling work,
- weatherproof layering work,
- under roof mounting work,
- flooring work and
- scaffolding work.

7.1.2 Applicable performance pay terms and conditions

The terms and conditions below replace the terms and conditions in § 3 items 3.1.2, 3.1.4-3.1.6, 3.1.12 and 3.2.7 for companies that have particular business specialisation with centrally approved piecework schedules. However, applicable sections of other performance pay wage terms and conditions in this agreement apply to these companies.

7.1.3 Negotiation procedure for performance pay

7.1.3.1 Negotiation

The employer sets forth the desired performance pay system for the local party and requests negotiation.

The parties shall initiate wage negotiation as soon as possible and conduct it promptly. If the parties are in agreement on applying the centrally approved piecework schedule, wage negotiation does not need to take place.

7.1.3.2 Wages if performance pay agreement is not reached

If agreement cannot be reached about performance pay during negotiation, the centrally approved piecework schedule shall be applied.

7.1.4 Special terms and conditions for piecework wages

7.1.4.1 Work which is not included in a piecework schedule or piecework agreement

Tiling work, weatherproof layering work, under roof mounting work, flooring work and scaffolding work which has not been priced, shall be compensated by basic salary under § 3 items 9.2 and 9.3 unless another agreement is reached.

7.1.4.2 Wages before performance pay agreement is reached

The payment level is the preliminary advance wage and consists of at least the basic wage according to § 3 items 9.2 and 9.3.

7.1.4.3 Agreement on payment level and fixed portion

If the workplace continues for more than one month, the parties shall aim for a payment level that amounts to 80 per cent of the expected hourly wages at the workplace concerned.

In connection with entering into a piecework agreement, the local parties concerned, shall reach an agreement on the fixed wage portion, unless otherwise prescribed in the piecework schedule.

7.1.4.4 Measurement of piecework

Measurement of work carried out is performed collectively by the employer and the worker or, following agreement, solely by the worker.

7.1.4.5 *Calculation of piecework wage*

After measurement, the local worker party shall send in the control documentation and time documentation to the employer. These documents shall be sent with any corrections to the local branch preparing the control documentation and the distribution list, not later than seven (7) working days after the documents were received by the employer. These documents are thereafter sent to the employer and the team of workmen. After the reconciliation has been carried out, the distribution list constitutes the basis for payment of the performance pay bonus.

7.2 **Time wages**

Time wages is the main wage form for all occupational groups and the work under § 3 item 9.1.3. The other time wage terms and conditions in this agreement are applicable.

8 **CONSTRUCTION SERVICE OPERATIONS WITH RIGHT TO TIME WAGES FOR WCB WORK**

8.1 **Wage form**

The main wage form for construction service operations under § 3 items 8.2 and 8.3 is time wages, provided nothing else has been agreed.

8.2 **Definition of construction service operations**

Workplaces exceeding 900 hours may not constitute construction service operations. The guiding factors in assessment of whether an operation is to be considered as construction service operations include the following:

that the company has a separable unit from the rest of the operations with its own budget, own profit responsibility and own right of decision concerning the size of the workforce,

that the work is of a recurring character, e.g. maintenance and repair work,

that the work is of a short-term nature,

that the work is carried on without a permanent workplace organisation,

that the work takes place following suborders from the purchaser e.g. insurance claims work,

that the work is carried on in conditions which are not comparable with new production and larger scale repair and conversion work.

Whether or not the operation shall be characterised as construction services is determined after an overall assessment, where no single factor above is wholly decisive.

If a construction service operation undertakes occasional work exceeding 900 hours, a wage agreement shall be reached with the local branch.

In the event of a performance pay agreement, the fixed portion and the payment level are the applicable time wage, unless another agreement is reached. If a negotiation regarding performance pay ends in disagreement, the agreed time wage is applied.

8.3 Agreement regarding construction services

Agreement on whether an operation should be considered as construction services operation with a right to time wages is reached between the employer and local branch concerned.

If the local parties are in disagreement on whether a construction services operation is to be considered as a construction services operation, a party may request consultation from the central parties prior to the conclusion of the local negotiation. The consultation should be initiated as soon as possible and should be conducted with the promptness required under the circumstances.

If the local parties cannot agree, the central parties can refer the matter to the National Board for Construction Services Issues to determine if the operation can be considered a construction services operation under this agreement.

The Board is composed of three members. BI and Byggnads each appoint one member. Thereafter, they jointly appoint a third member, who shall also act as an impartial chairman. The decisions of the Board are binding on the parties.

8.4 Dispute about whether work (which was agreed between the parties) is to be regarded as a construction services operation

The agreement on construction services shall apply until further notice with a mutual period of notice of three (3) months.

If a dispute arises between local parties about the grounds for notice of termination, the local branch's opinion applies until the dispute has been finally heard.

If it is established that the local branch had no grounds for terminating the agreement, the local branch shall pay compensation for the loss incurred.

Grounds for termination exist if the company has ceased to carry on construction service operations according to the definition above.

9 WAGE TABLES BASIC WAGE

9.1 Definitions of occupational groups

9.1.1 Skilled workers

Skilled workers are workers who hold an occupational certificate. An occupational certificate means such a certificate that is issued according to the rules in the vocational training agreement, Appendix H. Workers with at least six (6) years relevant experience of the trade in question have the same status as skilled workers.

Transitional rule

The provision in the third sentence of 9.1.1 is new and enters into full force at new workplaces that start from and including 1 October 2017. For employers that have entered into agreements with clients, subcontractors and staffing companies before 1 October 2017, the old wording is applied until the project/work in question is completed, however, no later than up to and including 30 April 2020.

9.1.2 Other workers within WCB area and workers for whom there are centrally approved lists

Other workers means workers who do not hold occupational certificates. Other workers are divided up into the following three categories:

Other workers 1 A worker who is 19 years old and who can prove that he/she has worked in the industry for at least twelve months.

Other workers 2 A worker who is 19 years old and has worked in the industry for less than twelve months.

Other workers 3 A worker who is less than 19 years old and who has worked in the industry for less than twelve months.

9.1.3 Skilled workers in companies with particular business specialisation

A worker who works in a company with a particular business specialisation must be able to prove that he/she has worked at least 90 working weeks in the trade to be considered skilled. In this context, particular business specialisation means:

- concrete pumping,
- elastic jointing,
- fireproof and acid-proof bricklaying,
- hydraulic casing transfer,
- grouting and pneumatic concrete placing,
- lifting, lowering and drawing of heavy loads,
- loose filling insulation,
- mechanical column foundation,
- assembly of certain shoring and scaffolding structures,
- assembly with crane or machinery of concrete elements, sheet-metal, steel and timber structures,
- demolition work with crane or machinery,
- terrazzo work and
- heavy lifting.

9.1.4 Other workers in companies with particular business specialisation

A worker in a company with particular business specialisation who can prove that he/she has worked at least the number of working weeks in the trade shown below, is divided into the following three categories:

Other workers S1 Workers with more than 60 weeks but less than 90 weeks. Other workers S2 Workers with more than 30 weeks but less than 60 weeks. Other workers S3 Workers with less than 30 weeks.

9.1.5 Cleaning staff

Cleaning staff refers to workers who work with cabin cleaning and cleaning before moving in. Cleaning staff are divided into the following two categories:

Cleaning staff 1 Workers who are 19 years old.

Cleaning staff 2 Worker less than 19 years old.

9.1.6 Machine operators

Machine operators means operators who hold occupational certificates for operating a machine.

9.1.7 Drivers etc.

Drivers means drivers of cars, tractors, trucks and dumpers.

9.1.8 Other drivers

Other drivers means drivers who do not have occupational certificates and regularly operate machines which do not require such certificates.

9.1.9 Repairmen, warehousemen and similar occupational groups

Repair, warehouse and similar work refers to work which is performed by workers who regularly work with forging, lift and machine repairs as well as warehouse and maintenance work, which is related to these occupational groups.

9.2 Wage table basic wage

	<i>Dist. rate</i>	<i>Basic wage SEK/hour</i>			<i>Basic wage SEK/month</i>		
		Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
1. Skilled worker	1,00	156,00	159,50	163,50	27 144	27 753	28 449
2. Other workers							
Other workers 1	0,88	137,28	140,36	143,88	23 887	24 423	25 035
Other workers 2	0,70	109,20	111,65	114,45	19 001	19 427	19 914
Other workers 3	0,50	78,00	79,75	81,75	13 572	13 877	14 225
3. Skilled	1,00	156,00	159,50	163,50	27 144	27 753	28 449
4. Other workers in companies with particular business specialisation							
Other workers S1	0,88	137,28	140,36	143,88	23 887	24 423	25 035
Other workers S2	0,70	109,20	111,65	114,45	19 001	19 427	19 914
Other workers S3	0,65	101,40	103,68	106,28	17 644	18 039	18 492
5. Cleaning staff							
Cleaning staff 1	0,75	117,00	119,63	122,63	20 358	20 815	21 337
Cleaning staff 2	0,50	78,00	79,75	81,75	13 572	13 877	14 225
6. Machine operators	1,00	156,00	159,50	163,50	27 144	27 753	28 449
7. Drivers and others	0,95	148,20	151,53	155,33	25 787	26 365	27 027
8. Other operators	0,88	137,28	140,36	143,88	23 887	24 423	25 035
9. Warehousemen and others	0,95	148,20	151,53	155,33	25 787	26 365	27 027

* The distribution rate is 0.88 for workers who hold occupational certificates and who participate in training within a further occupational field. In those cases where basic wage shall be paid, the basic wage for skilled workers or those skilled in the trade is awarded.

9.3 Wage terms and conditions for apprentices

9.3.1 Upper secondary school education

<i>Training level</i>	<i>Hours</i>	<i>Dist. rate</i>	<i>Basic wage SEK/hour</i>			<i>Basic wage SEK/month</i>		
			<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
1	1 – 2299	0,55	85,80	87,73	89,93	14 929	15 264	15 647
2	2300 – 2799	0,60	93,60	95,70	98,10	16 286	16 652	17 069
3	2800 – 4300	0,65	101,40	103,68	106,28	17 644	18 039	18 492
4	4301 – 5500	0,75	117,00	119,63	122,63	20 358	20 815	21 337
5	5501 – 6800	0,88	137,28	140,36	143,88	23 887	24 423	25 035

9.3.2 Youth apprentices

<i>Training level</i>	<i>Hours</i>	<i>Dist. rate</i>	<i>Basic wage SEK/hour</i>			<i>Basic wage SEK/month</i>		
			<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
1	1 – 1700	0,43	67,08	68,59	70,31	11 672	11 934	12 233
2	1701 – 3400	0,53	82,68	84,54	86,66	14 386	14 709	15 078
3	3401 – 4600	0,63	98,28	100,49	103,01	17 101	17 484	17 923
4	4601 – 6000	0,75	117,00	119,63	122,63	20 358	20 815	21 337
5	6001 – 6800	0,88	137,28	140,36	143,88	23 887	24 423	25 035

9.3.3 Adult apprentices

Training level	Hours	Dist. rate	Basic wage SEK/hour			Basic wage SEK/month		
			Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
1	1 – 1600	0,65	101,40	103,68	106,28	17 644	18 039	18 492
2	1601 – 3200	0,70	109,20	111,65	114,45	19 001	19 427	19 914
3	3201 – 4500	0,75	117,00	119,63	122,63	20 358	20 815	21 337
4	4501 – 5800	0,88	137,28	140,36	143,88	23 887	24 423	25 035

9.3.4 Apprentices in companies with particular business specialisation (excluding floor laying)

9.3.4.1 Upper secondary school education

Training level	Hours	Dist. rate	Basic wage SEK/hour			Basic wage SEK/month		
			Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
1	1 – 2299	0,55	85,80	87,73	89,93	14 929	15 264	15 647
2	2300 – 2799	0,60	93,60	95,70	98,10	16 286	16 652	17 069
3	2800 – 3400	0,75	117,00	119,63	122,63	20 358	20 815	21 337
4	3401 – 4100	0,80	124,80	127,60	130,80	21 715	22 202	22 759
5	4101 – 4800	0,88	137,28	140,36	143,88	23 887	24 423	25 035

9.3.4.2 Adult training

Training level	Hours	Dist. rate	Basic wage SEK/hour			Basic wage SEK/month		
			Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
1	1 – 1100	0,65	101,40	103,68	106,28	17 644	18 039	18 492
2	1101 – 2200	0,75	117,00	119,63	122,63	20 358	20 815	21 337
3	2201 – 3300	0,88	137,28	140,36	143,88	23 887	24 423	25 035

9.3.4.3 *Adult training scaffold builder*

<i>Training level</i>	<i>Hours</i>	<i>Dist. rate</i>	<i>Basic wage SEK/hour</i>			<i>Basic wage SEK/month</i>		
			<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
1	1 – 1600	0,65	101,40	103,68	106,28	17 644	18 039	18 492
2	1601 – 2350	0,70	109,20	111,65	114,45	19 001	19 427	19 914
3	2351 – 3100	0,75	117,00	119,63	122,63	20 358	20 815	21 337
4	3101 – 4200	0,88	137,28	140,36	143,88	23 887	24 423	25 035

9.3.5 **Machine operators**9.3.5.1 *Upper secondary school education*

<i>Training level</i>	<i>Hours</i>	<i>Dist. rate</i>	<i>Basic wage SEK/hour</i>			<i>Basic wage SEK/month</i>		
			<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
1	2801-3500	0,75	117,00	119,63	122,63	20 358	20 815	21 337
2	3501 - 4100	0,80	124,80	127,60	130,80	21 715	22 202	22 759
3	4101 - 4800	0,88	137,28	140,36	143,88	23 887	24 423	25 035

9.3.5.2 *Adult training*

<i>Training level</i>	<i>Hours</i>	<i>Dist. rate</i>	<i>Basic wage SEK/hour</i>			<i>Basic wage SEK/month</i>		
			<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
1	1 - 1600	0,65	101,40	103,68	106,28	17 644	18 039	18 492
2	1601 - 2350	0,70	109,20	111,65	114,45	19 001	19 427	19 914
3	2351 - 3100	0,75	117,00	119,63	122,63	20 358	20 815	21 337
4	3101 - 4200	0,88	137,28	140,36	143,88	23 887	24 423	25 035

10 REVIEW INFORMATION

10.1 Review

The local branch has the right to continuously check that the worker receives the contractual wage.

The employer is obliged to ensure that Byggnads gains access to the review information stated in § 3 item 10.2 not later than the 30th of every second month. Byggnads is obliged to ensure that personal data included in the review documentation below in respect of unorganised workers and workers who are members of other trade unions, cannot be identified by Byggnads at any time.

10.2 Review documentation

Byggnads shall gain access to all information in respect of its members contained in 1)–9) below. In respect of unorganised workers and workers who are members of other trade unions, Byggnads shall only gain access to the information contained in 3)–9) below.

- 1) Personal identity number
- 2) Name
- 3) Distribution rate
- 4) Occupational code
- 5) Wage form (performance pay or time wages)
- 6) Wage period
- 7) Total wages in respect of hours worked for wage period in question*
- 8) Number of hours worked during wage period in question
- 9) Within which area the workplace is located according to the agreed area classification, Appendix B

** Total wages do not include additional compensation e.g. compensation for inconvenient working hours, overtime compensation and expense allowances and other compensation for periods when the worker has not worked e.g. holiday pay, sick pay etc.*

Companies bound by local collective agreements in addition to the above, shall provide information regarding the company's name and corporate identity number. Furthermore, companies bound by local collective agreements shall provide information about total wages for hourly- and monthly-paid workers for hours worked during the wage period in question and the determined monthly wage.

In addition to the above-mentioned information, the local branch has the right, by means of a visit to the employer, to read other necessary documentation in order to be able to assess whether the worker has received the correct wage and compensation.

§ 4 CERTAIN ABSENCE AND TIME OFF

1 SICK PAY

1.1 Size of the sick pay and the sick pay period

1.1.1 Extract from §§ 6 and 7 of the Sick Pay Act (1991:1047)

The sick pay period covers the first day that the worker's capacity is reduced due to illness and the subsequent 13 calendar days. A new period of illness which commences within five (5) calendar days from when the previous period of illness ceased, shall be considered as the same sick pay period as before. If the worker during the past twelve (12) months did not receive sick pay for day one for a total of ten (10) days, the sick pay amounts to 80 per cent for day one.

1.1.2 Hourly-paid

The sick pay amounts to the portion of performance pay and time wages stated below which the worker lost as a result of the reduced working capacity during the sick pay period.

Day 1 (qualifying day):	Sick pay is not awarded for the first day of the sick pay period.
Day 2–14:	Sick pay of 80 per cent is awarded for time when the worker would have performed work during the sick pay period.

1.1.3 Monthly-paid

The sick pay that the employer shall award to the worker is calculated by making a deduction from the monthly wages as follows:

Absence	Calculation of wage deduction	Wage deduction
Day 1 (qualifying day):	$(\text{the monthly wage} \times 12) / (52 \times \text{weekly working hours})$	per hour of absence
Day 2–14:	$(20\% \text{ of the monthly wage} \times 12) / (52 \times \text{weekly working hours})$	per hour of absence
≥ Day 15	$(\text{the monthly wage} \times 12) / 365$	per day of absence*
>Full calendar month	full monthly wage	per calendar month

**Deduction shall also be made in respect of non-working days (weekday, Saturday, Sunday and public holiday).*

1.2 Notification of illness etc. – §§ 8 and 9 of the Sick Pay Act

1.2.1 Notification of illness

The worker does not have the right to sick pay for the period before the notification of illness was made to the employer. If the notification was prevented by a lawful excuse, the notification shall take place as soon as the impediment has ceased.

1.2.2 Certificate etc.

The employer is obliged to award sick pay during the period from and including the seventh calendar day after the date of notification of illness, only if the worker proves a reduced working capacity and the duration of the period of illness during this time by means of a certificate from a doctor or dentist. If special grounds exist, the employer may require the worker to prove the reduced working capacity by means of a doctor's certificate from previous days. The employer has the right to assign the doctor. Costs which are associated with the certificate requested by the employer are to be paid by the employer.

1.2.3 Declaration

After notification, the worker shall submit a written declaration to the employer that he/she has been sick and to what extent the worker's working capacity was reduced on account of the illness. The declaration shall be submitted to the employer in the manner requested by the employer. The employer is not obliged to pay out sick pay before the worker has submitted the declaration.

2 MATERNITY ALLOWANCE

A pregnant worker, who is on leave due to pregnancy or childbirth, has the right to maternity allowance from the employer if she has been employed by the employer for at least one (1) year. Maternity allowance shall be awarded during two (2) months at the longest, however, not for a longer period than the leave covers.

Maternity allowance amounts to 10 per cent of the current wage according to § 3 item 6.2. Maternity allowance is awarded in connection with the regular wage payment date during the period in question.

Maternity allowance is not awarded if the worker is excluded from parents' allowance under the Social Insurance Code. If this benefit has been reduced, the maternity allowance should be cut by the equivalent extent.

3 PARENTS' ALLOWANCE

The rules on parents' allowance in § 4 item 3 of the Construction Agreement ceased to apply on 1 January 2014, when the insurance on supplementary parents' allowance agreed between the Confederation of Swedish Enterprise and the Swedish Trade Union Confederation (LO) and the Council for Negotiation and Co-operation (PTK) entered into force. Transitional rules were adopted by the Confederation of Swedish Enterprise, LO and PTK. For more information, see www.afa.se.

4 PUBLIC HOLIDAY ALLOWANCE

4.1 Hourly-paid

Public holiday allowance is awarded for the Epiphany, Good Friday, Easter Monday, 1 May, Ascension Day, the Swedish National Day, Midsummer Eve, Christmas Eve, Christmas Day, the day after Christmas Day, New Year's Eve and New Year's Day which falls on a weekday (Monday to Friday).

For full-time work, public holiday allowance shall be awarded for eight hours and correspond to the final hourly wage for eight hours regardless of whether the worker would have worked more or less hours on the day in question. Public holiday allowance is not awarded when work is performed on a day with entitlement to public holiday allowance. If a few working hours are performed on a public holiday, however, not more than two hours per public holiday, both wage for time worked and public holiday allowance for eight hours are awarded. If more than two hours of work are performed, the public holiday allowance is reduced in relation to time worked. In case of a lower working hours measurement than full-time, public holiday allowance is paid out in relation to the working hours measurement.

Public holiday allowance is awarded provided that the employee has worked his/her full working hours on behalf of the employer immediately before and after the public holiday.

The following are on a par with time worked:

- Illness during the employer period
- Expressly granted leave
- Agreed compensatory leave
- Holidays
- Temporary dismissal during the first four weeks of the temporary dismissal period.

Public holiday allowance is not awarded if the worker has received or was entitled to compensation from the regional social insurance office for the day in question. If the worker has received compensation or could have received compensation in respect of part of the day in question, the public holiday allowance shall be reduced to an equivalent extent.

4.2 Monthly-paid

Public holiday allowance is included in the monthly wage.

5 DAYS OFF

Christmas Eve, New Year's Eve, Easter Eve, Whitsun Eve and Midsummer Eve are days off, which means that workers have the right to time off.

6 TIME OFF FOR DUTIES

Workers have the right to necessary leave for participation in political elections and for public and trade union duties on behalf of their organisation. The worker shall give notice of such leave to the employer not later than 14 days before the duties shall begin, or if this is not possible, as soon as the worker becomes aware that they need to be on leave for the above-mentioned reason. The worker shall state how long the leave is expected to be for, in connection with giving notice concerning leave.

7 RIGHT TO LEAVE

Leave refers to short-term leave, which is compensated by current wage for not more than one day. However, in the case of a close relative's funeral, leave may also cover necessary (maximum two) days of travel.

Leave may be granted in the following cases:

- Own wedding.
- Own 50th birthday
- First visit to doctor and dentist in event of acute illness or accident and medical examination at the occupational health service following a letter therefrom.
- Visit to hospital or occupational health care centre following referral from company doctor (i.e. doctor in occupational health service or if there is none, another doctor) and not more than three repeat treatment visits prescribed by the doctor on account thereof or further referrals to another doctor or hospital.
- Decease of close relative
- Funeral of close relative
- Sudden case of serious illness affecting close relative living at home and affecting children who are not living at home and for who the worker has a duty to support by law, however, not in those cases where the worker has the right to temporary parents' allowance.

Husband/wife, cohabitants in marriage-like relationship and partners in a registered partnership, children, grandchildren, siblings, parents and parents-in-law and grandparents on father's and mother's side, are regarded as close relatives.

If a worker is wholly or partly absent from work on account of a first time visit to a doctor because of acute illness or accident, the worker has a right to leave provided that the worker is not sick on the following day. If the worker is also sick on the following day, the first day constitutes a qualifying day, for which no leave shall be obtained.

The request for leave shall be made as promptly as possible. The reason for the leave shall be confirmed in advance or, if this is not possible, afterwards if requested by the employer.

8 REDUCTION IN WORKING HOURS

8.1 Earning year

Full-time employed workers who have worked the entire period 1 April-31 March earn the right to a reduction in working hours of 40 hours per year for the earning year starting on 1 April 2017.

In the case of another degree of employment than full-time, a reduction in working hours is earned in proportion to this. For workers who do not work for the entire period, i.e. who start or finish their employment during the period or are absent for reasons not compensated by wages from the employer, the right for earning a reduction in working hours is calculated at 1/365 of 40 hours for every remaining day of employment. Deduction shall not be made for scheduled leave.

Earned reduction in working hours shall be rounded off to the nearest whole number of hours. The rounding off occurs on 31 March each year.

Trade-union, unpaid, work according to the Trade Union Representative Act shall not result in a lowering of the reduction in working hours provided the time off is limited to a maximum of 45 working days per earning year.

A worker who received a lower reduction in working hours due to time off may compensate for this through overtime work. Overtime thus qualifies for a reduction in working hours. At the end of every earning year, the overtime shall form the basis of the reduction in working hours. However, the reduction in working hours may never exceed the number of hours of reduction in working hours that the worker has the right to when he/she works according to the approved working hours measured according to § 2 item 1. Such overtime that is not used to increase the reduction in working hours may not be transferred to the next earning year.

8.2 Time off with current wage after earning year

After the earning year has expired, workers have a right during the following period of one year (1 April until 31 Mars), called the withdrawal year, to claim leave/reduction in working hours with current wage to the extent earned under § 4 item 8.1.

8.3 Planning and arrangement of time off

Time off is planned during the withdrawal year after agreement between the employer and the worker. The operation's needs shall be considered to the greatest extent possible. However, the employer shall, as far as possible, consider the worker's wishes as regarding planning of time off.

8.4 Compensation instead of reduction in working hours

If employment ceases without a reduction in working hours being claimed or if an earned reduction in working hours has not been claimed at the end of the withdrawal year, the worker instead receives compensation with current wage at the end of the withdrawal year or at the time of the employment's cessation. In the event that the worker is temporarily dismissed at the end of the withdrawal year, the compensation shall instead be calculated on the last current wage for hours worked.

9 LEAVE OF ABSENCE AND OTHER ABSENCE WITHOUT RIGHT TO WAGES

9.1 Hourly-paid

In the case of absence no compensation is paid in respect of the time that the worker has been absent.

9.2 Monthly-paid

9.2.1 Calculation of wage deduction

In the case of absence, which by law or agreement does not involve the right to wages, deduction from the monthly wage shall be made as follows:

Absence	Calculation of wage deduction	Wage deduction
Part of day	$(\text{the monthly wage} \times 12) / (52 \times \text{weekly working hours})$	per hour of absence
≤ 5 working days	$(1/21) \times \text{the monthly wage}$	per day of absence
> 5 working days < 1 calendar month	$(\text{the monthly wage} \times 12) / 365$	per day of absence*
Full calendar month	full monthly wage	per calendar month

**Deduction shall also be made in respect of non-working days (weekday, Saturday, Sunday and public holiday).*

In the case of absence with temporary parents' allowance, deduction is made according to the table above.

9.2.2 Calculation of wages at start and end of employment

If a worker starts or ends his/her employment during the current calendar month, wages shall be awarded per calendar day covered by the employment. The wage per calendar day is calculated as follows:

$(\text{the monthly wage} \times 12) / 365$

§ 5 TEMPORARY DISMISSAL AND STAND-BY TIME

1 TEMPORARY DISMISSAL

1.1 Definition

Temporary dismissal means that an employer during employment in progress does not provide any work to the worker and releases the worker from his/her duty to be present due to shortage of work, operating disruptions, unsuitable weather or other such circumstances.

1.2 Compensation

During temporary dismissal, basic wages are awarded according to § 3 items 6.1, 9.2 and 9.3. The basic wage is calculated taking account of the number of hours of the worker's regular working hours, which the worker would have worked.

Wages are not awarded for temporary dismissal caused by

- the worker's own negligence,
- unlawful conflict within the Swedish Trade Union Confederation's (LO's) area, or
- a decision of a public authority that the employer had no reason to expect.

1.3 Temporary release during holiday close down

Workers who are dismissed temporarily on account of holiday close down in connection with the main holidays have the right to basic wage during the holiday close down.

However, during the first ten days of temporary dismissal, the number of days of temporary dismissal shall be reduced in proportion to how many days with holiday pay/holiday allowance the worker has earned during the previous earning year. This applies regardless of what employer/employers the holiday rights were earned at. If e.g. the worker has earned three days of holiday, the worker is entitled to seven days of temporary dismissal during the first ten days of holiday.

Also see Appendix A1 § 20 (Agreement on Employment Protection) and Appendix I item 2.3 (Special holiday rules).

1.4 Negotiation and return to work

In the event of temporary dismissal for a full day or more, the duty to negotiate should be observed whenever appropriate according to Appendix A1 § 27. The duty to negotiate does not apply for temporary dismissal due to unsuitable weather or other unforeseen operational disruption.

Before the employer decides on temporary dismissal for a full day or more, due to unsuitable weather or other unforeseen operational disruption, the employer shall notify the team of workmen of the reason for the temporary dismissal and if possible, the expected duration of the temporary dismissal. The employer shall submit equivalent information to the CD group/contract representative or trade union representative among the employees at the workplace.

When a worker is temporarily dismissed, the employer shall inform the worker about how and in what manner the return to work shall occur. The worker is obliged to follow the employer's instructions and to return to work without delay when the impediment which occasioned the temporary dismissal has ceased.

2 STAND-BY TIME

2.1 Definition

Stand-by time is time when the worker is obliged to be present at the workplace while waiting for the employer to provide work to the worker. Stand-by time can e.g. arise due to shortage of work, operational disruption or unsuitable weather.

2.2 Compensation

Basic wage is awarded during stand-by time according to § 3 items 6.1, 9.2 and 9.3 for the worker concerned (performance-, hourly- and monthly-paid).

3 GENERAL TERMS AND CONDITIONS

3.1 Suspension of work due to unsuitable weather

If work cannot be performed due to unsuitable weather, the employer should suspend the work. A worker who wants to suspend work due to unsuitable weather, or other impediment, should report this to the employer. The employer determines whether the work should be suspended or not and whether other work should be assigned.

A worker should remain at the workplace if the worker has not received permission from the employer to leave the workplace. If the worker leaves the workplace without permission, the worker has no right to wages during the period in which the worker was unlawfully absent.

3.2 Offer of other work

In a temporary dismissal or stand-by time situation, an employer has the right to assign other work to the worker. Workers may not refuse to perform the work assigned.

Workers who are employed for “certain work” under Appendix A1 § 4 item 1 may, regardless of the provision in the first paragraph, refuse to perform the assigned work. However, if the worker refuses assigned work in the same location, the worker loses his right to basic wage during the temporary dismissal or stand-by time.

If an employer in a temporary dismissal or stand-by time situation assigns other work at a piecework workplace, consultation should take place according to Appendix A1 § 28.

3.3 Priority

In the case of a decision regarding temporary dismissal and stand-by time, the rules on priority in Appendix A1 are not applicable.

§ 6 TRAVEL ALLOWANCE AND DAILY ALLOWANCE FOR EXPENSES

1 TRAVEL ALLOWANCE FOR DAILY JOURNEYS

For daily journeys between the worker's permanent residence and the workplace outside of working hours, a travel allowance is awarded to the worker concerned in respect of a minimum distance from the residence of (2) kilometres one-way commuting distance. Maximum compensation per day under 1) and 2) below, return journey between the residence and the workplace, may amount to not more than the daily allowance for expenses (at present 330 Swedish kronor per day). Travel allowance is awarded for commuting distance, under § 6 item 3.5, as follows:

1) For driving with own car

Payment is awarded for journeys between the worker's residence and workplace of

1,85 kr/km

2) For journeys with other means of conveyance than own car

Compensation is awarded in respect of verified costs for general means of conveyance or standard amounts approved by the Swedish Tax Agency for other vehicles up to a maximum amount of (Under the Swedish Tax Agency's rules, a standard amount of 1/20 of the value of a season ticket (monthly card) per day is approved as a deductible expense for public transport) 1.85 SEK/km.

1,85 kr/km

3) For car-pooling

In the case of car-pooling, workers receive a car-pooling allowance* for commuting distances between the worker's residence and the workplace. The employer and worker concerned may reach a special agreement on another travel distance than the commuting distance.

The driver receives compensation under 1) above and car-pooling allowance in addition to this for commuting distances between each passenger's residence and the workplace for each accompanying passenger in the vehicle of

0,60 kr/km

Each accompanying passenger receives a car-pooling allowance for commuting distances between the passenger's residence and the workplace of

0,60 kr/km

**Car-pooling allowance is compensation for which the employer must pay social security contributions and make deductions for preliminary tax under legislation in force.*

4) Means of conveyance etc. which are provided by the employer

For commuting distances where the employer provides the means of conveyance or if the travel expense is paid by the employer in another way, no compensation is awarded.

Payment for return journeys in respect of commuting distance between the residence and the place where the vehicle provided by the employer collects the worker** is awarded of

1,85 kr/km

***The qualifying limit of two kilometres in the first paragraph does not apply in this case.*

2 DAILY ALLOWANCE FOR EXPENSES

2.1 Daily allowance for expenses in event of overnight stay

For work in a location that is located at a one-way commuting distance of at least 70 kilometres from the residence (location of assignment), in the case of an overnight stay, the worker receives a daily allowance for expenses or free board and lodging. What is meant by the residence is shown in § 6 items 2.2, 3.1-3.3 and 3.8-3.9.

2.2 Daily allowance for expenses

Daily allowance for expenses including board and lodging is awarded of SEK 330 per day when an overnight stay has taken place at the location of assignment.

If work is performed at the location of assignment and neither the worker nor the employer can arrange lodging within a ten-kilometre radius of the workplace, temporary residence is put on a par with the above-mentioned permanent residence in § 6 item 1. This means that the worker in such a case is entitled to travel allowance from the temporary residence to the workplace at the location of assignment.

The amount of the daily allowance for expenses is reduced by 35 per cent when the employer provides free lodging under § 6 item 2.4.

2.3 Consultation regarding housing at the location of assignment

The employer consults with the worker prior to the commencement of the work at the location of assignment, in order to examine the conditions for the work at the location of assignment with a shared objective of finding solutions which ensure suitable and acceptable housing under § 6 item 2.4.

Workers who express their wish to the employer during the consultation that the employer should provide lodging are entitled to an assignment supplement if the employer cannot provide lodging. Workers also have the right to an assignment supplement if the employer refrains from the opportunity to consult under the first paragraph.

2.4 Free board and lodging and standard of housing

If agreement is reached between employer and worker regarding free board, the amount of the daily allowance for expenses shall be reduced by 55 per cent for board. If agreement is reached between employer and worker regarding free lodging, or if the employer arranges lodging during consultation according to § 6 item 2.3, the amount of the daily allowance for expenses shall be reduced by 35 per cent.

If the employer provides lodging, the lodging offered must be of a suitable and acceptable standard. Each worker has the right to satisfactory toilet and shower facilities. When several workers are staying at the same location, there should be at least one common room as well as cooking facilities and refrigerator storage.

2.5 Assignment supplement

An assignment supplement* is awarded of 35 percent of the amount of the daily allowance for expenses under § 6 item 2.2 for each day that the worker performed work during the first 90 calendar days at the location of assignment. After 90 calendar days at the location of assignment, an assignment supplement is awarded to the workers concerned, under the same conditions, of 20 per cent of the amount of the daily allowance for expenses. The workers' right to assignment supplement ceases thereafter under the rules in § 6 item 2.6.

Assignment supplement is not awarded when the employer provides free lodging under § 6 item 2.4.

* *Assignment supplement is compensation for which the employer must pay social security contributions and make deductions for preliminary tax according to legislation in force.*

2.6 Time limit

Workers have the right to daily allowance for expenses for work at the same location of assignment during a continuous period of not more than two (2) years.

After the expiry of the above-mentioned 2-year period, the employer and employee in the event of continued assignment at the same location may reach agreement on the extension of the right to daily allow-

ance for expenses. Such an agreement shall be in writing and refer to a fixed period.

However, in the case of a fixed project which continues for more than two (2) years, the worker shall receive a daily allowance for expenses until the completion of the project.

The location of assignment according to the agreement means a geographical area within a radius of 35 kilometres based on the first workplace associated with a right to daily allowance for expenses.

Change of “location of assignment” takes place when the worker is transferred to work for at least four (4) weeks at a new workplace outside a radius of 35 kilometres calculated from the immediately preceding “workplace radius”.

2.7 Start and end of assignment

2.7.1 Travel allowance

For travel in connection with the first appearance at and departure from the location of assignment, travel allowance is awarded which is calculated according to § 6 item 1. Remuneration is awarded in these cases for actual commuting distance and is not limited to the amount of the daily allowance for expenses.

2.7.2 Travelling time and compensation for travelling time

Workers have a right to compensation for the travelling time that is necessary for travel to and from the location of assignment, however, for not more than twelve (12) hours per day, where appropriate, reduced by the hours worked on the same day.

For travelling time during and outside of regular working hours, basic wages are awarded under § 3 items 6.1, 9.2 and 9.3.

2.7.3 Reduced daily allowance for expenses

In the case of the first appearance, if the journey to the location of assignment begins later than 12.00 or if the journey home on departure from the location of assignment is completed before 19.00, half of the daily allowance for expenses is awarded for the day.

2.8 Assignment during holiday, public holiday, day off and scheduled time off

During the assignment in progress, workers entitled to daily allowance for expenses receive compensation for intermediate holidays, public holidays, days off or scheduled time off, a daily allowance for expenses per day, however, not more than two daily allowances for expenses during continuous time off.

2.9 Daily allowance for expenses in the case of accident and illness

The worker has the right to a daily allowance for expenses for days when he/she was unable to work due to accident or illness, however, for a maximum of 30 days. If the employer orders a journey home and the illness does not prevent the journey home, compensation for the journey home is awarded instead of a daily allowance for expenses according to § 6 item 2.7.

The worker is obliged to give notice to the employer of the incapacity to work which has occurred within two (2) days and to produce a doctor's certificate on the request of the employer. Right to compensation under the first paragraph only exists if notice has been given and the certificate has been produced on the request of the employer.

3 GENERAL TERMS AND CONDITIONS

3.1 Travel allowance when workers move their permanent residence

When a worker who is a permanent employee moves his/her permanent residence, the employer and the worker should reach a written agreement on the conditions for applying the travel allowance provisions under § 6 item 1.

If such an agreement is not reached, the following applies:

A worker, who moves his/her permanent residence **within** the determined priority area for the worker in the company, is entitled to travel allowance under the conditions prescribed in § 6 item 1. Compen-

sation is awarded on the basis of the new fixed residence, but not until the completion of the construction project which was in progress during the move and where the employee works, however, three (3) months after the move at the earliest.

A worker, who moves **outside** the determined priority area for the worker in the company and then has a longer commuting distance, is only entitled to higher compensation after special agreement with the employer.

If workers, who have the right to travel allowance under § 6 item 1, move their residence closer to the workplace, the lower amount is awarded from the moving date.

The provisions of this item do not apply if temporary residence is approved in the case of new employment or for a lasting displacement under Appendix A1 § 9.

3.2 Daily allowance for expenses when workers move their permanent residence

If workers, who receive a daily allowance for expenses under § 6 item 2, move their permanent residence closer to the location of assignment and the distance then becomes shorter than 70 kilometres one-way route, the right to daily allowance for expenses ceases from the day when the move occurred. Thereafter, travel allowance is awarded under § 6 item 1.

3.3 Move of permanent residence

Workers are obliged to promptly notify the employer in writing in the event of changing the address of their permanent residence.

3.4 Calculation of expense allowance

In the case of unlawful absence, compensation is awarded under § 6 items 1 and 2 in proportion to the time worked for that day.

3.5 Commuting distance

Commuting distance means the shortest practicable distance on a public road between residence and workplace.

3.6 Compensation for actual commuting distance and means of conveyance

Workers are never (regardless of the terms and conditions in other respects in § 6) entitled to higher compensation than for actual commuting distance and means of conveyance.

3.7 Central workplace

In the case of operators of machines, cranes and vehicles as well as warehousemen, repairmen and employees on a par with them, who are employed so that the company's workshop, warehouse or other similar central workplace constitutes the natural base, from which the workers are directed to different company workplaces, no benefits are awarded under this paragraph for work in the workshop, warehouse etc.

3.8 Entering employment

For new employment, when the worker's fixed residence is located outside the agreed priority area or is situated where a daily journey home cannot occur, the employer shall provide temporary residence (address) at the unfamiliar location, unless otherwise agreed between the employer and the worker. The temporary residence is subsequently regarded as the worker's permanent residence in the application of § 6.

For work at the location where the worker has his/her permanent residence, the general rule in § 6 is applied regarding travel allowance and daily allowance for expenses.

3.9 Temporary residence in connection with lasting displacement

Terms and conditions regarding travel allowance and daily allowance for expenses for determination of temporary residence in connection with displacement are further governed by Appendix A1 § 9, related entry in the minutes item 2 as well as transitional provisions and annotation to the said entry in the minutes.

3.10 Documentation for expense allowance

Workers are obliged as a requirement for receipt of expense allowance, to fill in and sign a form provided by the employer on request. Unless otherwise stated, such form and necessary receipts should be submitted to the employer for each wage period or other prescribed period.

4 USE OF OWN CAR IN SERVICE

4.1 Agreement

The employer has no right to demand that the worker use his/her own car in service on behalf of the employer.

Nor has the employee the right to demand to use his/her own car in service on behalf of the employer.

If a mutual interest exists between the employer and the worker the following rules apply, in which case the parties shall reach an agreement that the worker shall use his/her own car in service.

4.2 Scope

A requirement for application of the rules on car mileage allowance under § 6 item 4.3 is that the worker uses his/her own car in service during working hours according to general or individual guidelines that have been issued.

If the worker uses his/her own car in service during working hours, the employer and worker may also reach agreement that such car mileage allowance shall be awarded for daily journeys outside of working hours between the residence and the workplace instead of travel allowance under § 6 item 1.

If the worker uses his/her own car in service, agreement may be reached that car mileage allowance under § 6 item 4.3 shall be awarded at the first appearance at and departure from the workplace at the location of assignment.

4.3 Car mileage allowance

If the employer and worker agree that the worker shall use his/her own car in service under the conditions prescribed in § 6 item 4.2, special car mileage allowance is awarded for the mileage that the worker has driven in service as follows:

<i>Mileage per calendar year</i>	<i>Compensation</i>
≤ 1,000	30 SEK/10 km.
1,001–2,000	26 SEK/10 km.
> 2,000	24 SEK/10 km.

In addition to the above compensation, agreement may only be reached regarding trailer additions.

4.4 Road tolls and congestion charges

If the worker on the employer's request undertakes a business trip with his/her own car and then cannot avoid passing road tolls or roads that are subject to congestion charges, the worker has the right to receive compensation for the charge upon presentation of a receipt or documentation under § 6 item 3.10. A business trip does not mean daily journeys to and from work.

§ 7 PAYMENT OF WAGES ETC.

1 PAYMENT OF WAGES

1.1 Wage payment periods

Wages are either paid in 2-week periods or monthly.

1.2 Payment of wages in 2-week periods

In the case of 2-week wage periods, wages and other compensation are paid out every second Thursday which is an ordinary working day, as follows:

- For performance pay, the agreed payment level is paid out.
- For time wages, the agreed hourly wage is paid out.

If pay day falls on a public holiday, the pay day is shifted to the immediately preceding weekday.

The wage period covers the 2-week period that falls not more than ten (10) working days before the pay day.

If the pay day falls during the holiday period, payment of wages takes place in the customary way, unless another agreement is reached between the employer and the worker.

1.3 Monthly payment of wages

Wages and other compensation are paid out on a date not later than the 25th of each calendar month as follows:

- For performance pay, the agreed payment level is paid out.
- For time wages, the agreed hourly or monthly wage is paid out.

The above rules may be applied either as wages in arrears or in advance in accordance with § 7 items 1.6 and 1.7. Wages in arrears shall be applied unless another agreement is reached between the company and the CD group concerned, or if such is lacking, with the local trade union.

A time cut-off day should be established for each company.

1.4 Payment in event of dispute about performance pay bonus

If a dispute has arisen in the case of performance pay work with a claim for further payment, the portion of the performance pay that is not subject to dispute is paid out.

1.5 Change of wage payment period

The employer is obliged to inform the worker of a change in the wage payment period.

1.6 Example of payment of wages in arrears

Wages and other compensation shall be provided to the worker on the 25th of every month. The time cut-off day is the 9th of every month.

The first wage period covers 1-9 October. Wages and compensation are paid out on 25

October. The wage periods subsequently run from the 10th of a month to the 9th of the next month.

Performance pay bonus is paid out every third month.

Workers shall report time worked and time absent to the employer.

Example:

Reconciliation period 1: 10 October-9 January.

Time accounts are prepared on 23 January for the entire reconciliation period. The reconciliation is carried out from 26 January and the performance pay bonus is paid out on 25 February.

Reconciliation period 2: 10 January-9 April.

Time accounts are prepared on 24 April for the entire reconciliation period. The reconciliation is carried out from 27 April and the performance pay bonus is paid out on 25 May.

1.7 Example of payment of wages in advance

Wages shall be provided to the worker on the 25th of every month and relate to the entire month in question.

Other compensation is paid out on the 25th of the month following the month in question.

Deductions are settled monthly in arrears.

The time cut-off day is the last day of every month. Performance pay bonus is paid out every third month.

Workers shall report time worked and time absent to the employer.

Example:

Reconciliation period 1: 1 October-31 December.

Time accounts are prepared on 23 January for the entire reconciliation period. The reconciliation is carried out from 26 January and the performance pay bonus is paid out on 25 February.

Reconciliation period 2: 1 January-31 March.

Time accounts are prepared on 24 April for the entire reconciliation period. The reconciliation is carried out from 27 April and the performance pay bonus is paid out on 25 May.

2 **PAYSLIP**

The worker shall receive a payslip in connection with the pay day for each wage period with information regarding the pay day, wage amount, number of working hours/working days and wage deductions.

3 **PENALTIES IN EVENT OF DELAYED PAYMENT OF WAGES**

If wages and other compensation are not paid out on the determined day, the worker is entitled to interest of 2 per cent on amounts not paid per week for a maximum period of (5) weeks. After the end of these five weeks, annual interest which exceeds by 5 per cent the reference rate set by the Swedish Central Bank and which applied on the relevant pay day, shall be payable until payment is made on the wage claim.

Weeks that have commenced are counted as full weeks.

§ 8 LABOUR MANAGEMENT AND RIGHT OF ASSOCIATION

1 LABOUR MANAGEMENT

With due observance of the law and the terms and conditions of the agreement, the employer in other respects has the right to manage and allocate the work, to freely employ or discharge workers from employment and to assign duties to the worker to be performed, regardless of whether the worker belongs to a union or not.

2 RIGHT OF ASSOCIATION

The right of association may not be violated.

If the worker considers that dismissal has taken place in circumstances which may be interpreted as an attack on the right of association, the worker, prior to taking other measures, should call for an investigation via his organisation in order to obtain redress.

3 THE EMPLOYER'S REPRESENTATIVE

The employer's representative is not covered by this agreement. The employer's representative in this case refers to a worker who manages, allocates and controls the work, only participates directly in the work incidentally, normally has a monthly wage and does not have a share in the performance pay bonus.

§ 9 THE SWEDISH LABOUR MARKET INSURANCE COMPANY'S INSURANCE (AFA-INSURANCE)

The employer is obliged to take out the following insurance according to agreements in force with the Swedish Confederation of Enterprise (formerly SAF) and LO and also comply with the sector rules established by AFA Insurance.

- 1) Employment group life insurance (TGL)
- 2) Occupational sickness insurance (AGS)
- 3) Collective agreement occupational pension (SAF - LO)
- 4) Career readjustment insurance (Career readjustment assistance and severance pay insurance, AGB)
- 5) Job security insurance (TFA)

§ 10 NEGOTIATING PROCEDURE IN LEGAL DISPUTES

1 NEGOTIATION

1.1 Scope

If a dispute arises between employer and worker or their organisations concerning interpretation or application of this agreement and applicable appendices or labour-law legislation (legal dispute), parties have the right to have such a dispute dealt with at local negotiation, central negotiation and in the Swedish Labour Court or, in appropriate cases, at an arbitration board provided that a party calls for negotiation and institutes proceedings within the time limits set out below.

Law refers to such enactments which prescribe that disputes shall be heard according to the Labour Disputes (Judicial Procedure) Act (1974:371).

Agreement, apart from this agreement, also means other agreements of a collective agreement nature between the parties with the exception of collective agreements in which the parties have agreed on another negotiation procedure.

This negotiation procedure does not apply in event of an action for damages or for other relief in connection with unlawful industrial action under § 67 MBL.

1.2 Parties in a legal dispute

Local parties: BI's region and Byggnads' region. Negotiation requests are sent to the regional office of the region concerned.

Central parties: BI and Byggnads. Negotiation requests are sent to each party's central office in Stockholm.

1.3 Carrying out of negotiation

Negotiation should be initiated as soon as possible after the opposing party has been informed about the negotiation request.

Local negotiation should be completed within two (2) months and central negotiation should be completed within four (4) months after the opposing party has been informed about the negotiation request.

1.4 Minutes and verification

Minutes should be kept during negotiation unless otherwise agreed, which should be provided to the appointed minutes-checker within one (1) month after the final negotiation session. The minutes shall be checked and provided to the opposing party, however, within one (1) month from receipt at the latest, unless otherwise agreed.

1.5 Conclusion of negotiation

Negotiation shall be deemed to have concluded when the checking of the minutes is complete.

Should a party not check the minutes within the prescribed period, the negotiation shall be deemed to have concluded when each party has informed the opposing party in writing that the negotiation is ending.

2 LOCAL NEGOTIATION

2.1 General legal dispute

A party, that wants the legal dispute to be subject to local negotiation shall request this with the opposing party with the exceptions in § 10 items 2.2 and 2.3 as soon as possible, however, within four (4) months from the day the party became aware of the state of affairs, which the claim relates to and at the latest within two (2) years after the state of affairs occurred. If demanded by the opposing party, the request should be in writing.

Regarding the worker's steps in event of a claim for damages or other claim, refer to Appendix A1 § 35.

2.2 Legal dispute regarding wages or occupational liability in certain cases.

A dispute about wages or other compensation under § 35 MBL or a dispute regarding occupational liability, when the employer invokes exceptional reasons under § 34 second paragraph MBL, shall be deemed to have arisen when the Byggnads region concerned has informed the employer in writing that the submitted opinion of the workers in a dispute situation which has arisen is supported by the organisation. If such a dispute has arisen, the local employer party shall request negotiation within ten (10) working days.

The local employer party's obligation under § 35 MBL to request negotiation in the event of a wage dispute within ten (10) working days, provided it relates to a dispute regarding payment for performance pay work under § 3 item 3.1.14 shall be deemed to be fulfilled, when the detailed description of the dispute has been delivered to the Byggnads region concerned with the wording that "Negotiation is requested under § 35 MBL". The detailed specification of the dispute shall be delivered to the Byggnads region concerned via the e-mail address specified in § 10 item 2.4 or in another suitable manner.

2.3 Dispute regarding the validity of notice of termination etc.

In the event of a dispute regarding the validity of notice of termination and dismissal, local negotiation shall be requested within one (1) month after the notice of termination or dismissal has taken place. If the worker has not received information in writing regarding the notice of termination or dismissal or if the information lacks instruction about what the worker should observe, if he/she wants to contend that the action is invalid, local negotiation shall be requested within one (1) month from the day when the employment ceased according to the notice of termination or dismissal.

In the event of a dispute regarding the validity of temporary employment, local negotiation shall be requested within one (1) month after the worker has informed the employer that the employment should apply under further notice under Appendix A1 § 34.

With regard to a worker's measures in the event of invalidation of notice of termination or dismissal and declaration that temporary employment shall apply until further notice, refer to Appendix A1 §§ 30-34.

2.4 Request for local negotiation

All requests for negotiations in legal disputes shall be sent by e-mail to the regional office concerned at the address specified below or the address subsequently notified in writing by the region concerned:

BI Regional office	Mejladress
BI South	tvister.syd@sverigesbyggindustrier.se
BI Central	tvister.mellan@sverigesbyggindustrier.se
BI West	tvister.vast@sverigesbyggindustrier.se
BI East	tvister.ost@sverigesbyggindustrier.se
BI Southern Norrland	tvister.sodranorrland@sverigesbyggindustrier.se
BI Northern Norrland	tvister.norranorrland@sverigesbyggindustrier.se

Byggnads Regional office	E-mail address
Byggnads region Skåne	skane@byggnads.se
Byggnads region Småland-Blekinge	smaland-blekinge@byggnads.se
Byggnads region West	vast@byggnads.se
Byggnads region East	ost@byggnads.se
Byggnads region Örebro-Värmland	orebro-varmland@byggnads.se
Byggnads region Stockholm-Gotland	stockholm-gotland@byggnads.se
Byggnads region Mälardalen	malardalen@byggnads.se
Byggnads region Gävle-Dala	gavledala@byggnads.se
Byggnads region Central-Norrland	mellannorrland@byggnads.se
Byggnads region Västerbotten	vasterbotten@byggnads.se
Byggnads region Norrbotten	norbotten@byggnads.se

3 CENTRAL NEGOTIATION

3.1 General legal dispute and dispute regarding the validity of notice of termination etc.

If agreement cannot be reached during local negotiation in a dispute under § 10 items 2.1 or 2.3, a central party that wants to pursue the case must request central negotiation in writing with the opposing central party within one (1) month after conclusion of the local negotiation.

3.2 Legal dispute regarding wages or occupational liability in certain cases

If agreement cannot be reached in a dispute under § 10 item 2.2, central negotiation shall be requested by the employer party within ten (10) working days after the local negotiation has concluded.

4 THE SWEDISH LABOUR COURT

4.1 General legal dispute

If agreement cannot be reached during central negotiation, parties can refer the dispute to the Swedish Labour Court. Proceedings should be initiated at the court subject to the exemptions stated in § 10 item 2.2 and 2.3 within four (4) months after the conclusion of the central negotiation.

With regard to dealing with disputes concerning the Working environment agreement, Appendix K, and the Vocational training agreement, Appendix H, special terms and conditions regarding the arbitration board apply.

4.2 Legal dispute regarding wages or occupational liability in certain cases

In the event of a legal dispute regarding wages or occupational liability under § 10 items 2.2 and 3.2, proceedings shall be initiated by the employer party at the Labour Court within ten (10) working days after the conclusion of the central negotiation.

4.3 Dispute regarding the validity of notice of termination etc.

In the case of a dispute under § 10 item 2.3, proceedings shall be initiated by the worker party at the Labour Court within two (2) weeks after the conclusion of the central negotiation.

4.4 Dispute regarding holiday allowance etc.

If disputes arise regarding holiday allowance or damages under the Annual Leave Act or collective agreements concerning holidays, the worker party should initiate proceedings within two (2) years at the latest from the end of the holiday year when the worker should have received the benefit to which the claim refers under the collective agreement.

5 LIMITATION

5.1 Limitation period

The limitation period is calculated from the day that the checking of the minutes is signed by both parties or when appropriate, from the day the party received written information from the opposing party that the negotiation is being concluded.

5.2 Limitation

If a party does not request negotiation or initiate proceedings within the prescribed time limits in § 10 items 2-4, the party loses the right to negotiation and cause of action.

Should a certain case be dismissed in the arbitration board and be referred instead to the Labour Court, proceedings shall be initiated within four (4) months from the day the case was dismissed in the arbitration board.

6 INVALIDITY OF AGREEMENT

The employer and worker may not reach an agreement that contravenes this agreement without the approval of the central parties. If this occurs nevertheless, the agreement is invalid.

§ 11 ADMINISTRATIVE RULES

1 GENERAL ADMINISTRATIVE RULES

1.1 Generally

The relationship between the employer and the worker shall be based on mutual respect. The worker is obliged to comply with the employer's administrative rules.

1.2 Working hours

The worker shall carefully observe the times set for the start and finish of the work. The working hours may not be reduced by other breaks than those agreed or used for something else than performance of work, provided the employer has not specially approved it.

1.3 Access card

If the employer provides an access card, ID 06 or other card for verification of identity, the worker is obliged to wear it visibly during the time that the worker is at a workplace.

1.4 Trade union visit to the workplace

Byggnads' representative has a general right to visit the workplace. During a visit to the workplace, the representative shall observe and follow the terms and conditions prescribed in the rules and regulations as regards ID 06 and the rules and safety regulations in force at the workplace.

1.5 Statement of income

It is incumbent on the employer by 31 January at the latest, to send each employed worker information about their income for the immediately preceding year.

1.6 Drug tests and personal integrity

Checks aimed at discovering alcohol or drug abuse by workers shall be carried out in a manner this does not occasion a violation of the

workers' personal integrity. Testing shall take place very discretely for each worker and the result of such checks shall be handled confidentially in relation to other workers.

2 CONTROL, CORRECTION AND QUALITY ASSURANCE

2.1 Control of work and correction of defects

All work shall be performed with good workmanship and according to the rules in force. The employer has the right to call for correction of defects in work performed when so required.

2.2 Correction of defective work in the case of performance pay

Defects in work performed that the employer was not able to supervise during performance shall be remedied by the worker if the defect arose on account that the worker has been demonstrably negligent and the employer called attention to the defect not later than (6) working days after the work's completion or after the day it was possible to check the work. The fixed portion and performance pay bonus shall be paid out in respect of the time when the defective work was performed. Only the fixed portion shall be paid out for time when correction occurs.

2.3 Quality assurance

There is a quality assurance system aimed at raising the quality level in the construction process, including individual control, in order to ensure that the work is performed in accordance with the employer's instructions and directions. Workers who sign that individual control has been performed according to the quality assurance system do not have any increased personal liability for loss by law or collective agreement apart from what is prescribed in § 11 item 2.1.

3 PERSONAL PROTECTIVE EQUIPMENT

With regard to personal protective equipment, reference should be made to the Occupational Safety and Health Act and the legal directives issued by the Swedish Work Environment Authority.

The employer shall pay for one pair of protective boots with protection against stepping on nails and protective toe caps per 12-month period for workers who are employed at a working site for building or construction work. In the case of work where wear and tear or detrimental effect means that the protective boots no longer fulfil their function as protective boots, the worker has the right to exchange them for another pair, free of charge, when a new 12-month period begins.

In the case where a need arises for additional protective boots, but of another type, the worker has the right to obtain a contribution from the employer of 50 per cent of the price for purchase of such boots. The employer has the right to assign the place of purchase.

Protective boots of course include shoes as well as boots and rubber boots equipped with protection against stepping on nails and protective toe caps.

4 SUPPLY OF FREE OVERALLS

The employer shall provide workers with working clothes. If the worker needs to replace working clothes more often than once per year and can show that such a need is warranted, the employer shall supply additional working clothes. The working clothes supplied by the employer shall be used during working hours.

Working clothes refers to work trousers, work shirt, unlined jacket and winter jacket.

5 COMPENSATION FOR LOST OR DAMAGED TOOLS AND CLOTHING

The employer compensates for tools necessary for performing the work and other resources as well as working clothes which have got lost or damaged in event of a break-in to the workplace during the

period between the end of the work for the day and the start of the following working day or which were damaged by a fire at the workplace during or after working hours. Compensation is also awarded for workers' private clothes that were damaged in a fire during working hours. Workers are obliged to immediately report the loss and/or damage to the employer and submit a signed detailed list regarding the loss and/or damage.

Lost or completely destroyed tools and other resources are compensated at the cost value. The employer has the right to direct the worker to purchase new tools at the employer's expense, at a place of purchase determined by the employer.

Lost or destroyed clothing in the first instance, shall be compensated by means of the worker's home insurance.

The employer compensates lost or destroyed clothing with an amount corresponding to 85 per cent of the cost value, however, to a maximum of SEK 1,400.

§ 12 THE PERIOD OF VALIDITY OF THE AGREEMENT ETC.

1 THE PERIOD OF VALIDITY OF THE AGREEMENT ETC.

1.1 Period of validity of the Construction Agreement

This agreement with appendices applies from 1 May 2017 until 30 April 2020.

1.2 Notice of termination

The agreement applies after expiry of the duration of agreement for one (1) year at a time, if the agreement is not terminated for renegotiation at the latest two months before expiry of the duration of agreement. If termination for renegotiation occurs, the agreement continues to apply even after expiry of the duration of agreement subject to seven (7) days' notice by either party. Notice to terminate the agreement may be given on 30 April 2020 at the earliest, with termination of the agreement seven calendar days thereafter.

Termination shall be in writing and shall reach the opposing party no later than the final day prescribed for termination.

1.3 Premature termination

Notice of termination of duration of agreement 3 (1 May 2019–30 April 2020) be may be given by either party not later than 31 October 2018.

2 PROPOSAL FOR AMENDMENTS TO THE AGREEMENT

Each party shall present its proposed amendments to the agreement within one (1) month after notice of termination of the agreement has been given. The parties shall exchange requests concurrently, provided that the parties have not agreed otherwise in writing. The parties' requests shall constitute the basis for negotiations.

Stockholm, 3 May 2017

The Swedish Construction
Federation (BI)

Mats Åkerlind

The Swedish Building Workers' Union
(Byggnads)

Johan Lindholm

APPENDICES

AGREEMENT ON EMPLOYMENT PROTECTION 1988

In order to provide an overall summary of all rules applying to employment protection, the rules which have been taken unaltered from the Employment Protection Act have been grouped together with the rules specially agreed between the parties.

INTRODUCTORY PROVISIONS, §§ 1-2

§ 1 The following are exempted from the scope of the agreement:

- 1 workers who with regard to duties and terms of employment may be considered to have managerial or therewith comparable positions,
- 2 workers that are part of the employer's family,
- 3 workers who are employed with special employment grants, in sheltered occupations, or in development work, as well as
- 4 workers who are employed in order to participate in training under the vocational training agreement.

§ 2 In application of §§ 4 second paragraph 6, 8, 13, 21, 23, 24 and 38, the following special provisions apply regarding calculation of duration of employment:

- 1 A worker, who changes employment by changing from one employer to another, may in the latter employment include the time in the former, if the employers at the time of the changeover belong to the same group.
- 2 A worker, who changes employment in connection with the transfer of an operation or a part of an operation from one employer to another by such a transfer covered by § 5 b may include the time with the previous employer when the period of employment shall be calculated at the latter. This also applies in case of change of employment in connection with bankruptcy.
- 3 If several such changes of employment occur which are referred to in 1-2, the worker may include the periods of employment at all the employers.

Workers, who have been re-employed under § 23, shall be deemed to have reached the period of employment required for right to information under § 6, and right of priority under § 23.

Entry in the minutes for § 2

Workers, who wish to invoke previous employment within a company and/or group in calculation of priority, should specify the time he wants to invoke in connection with entering into the contract of employment.

THE CONTRACT OF EMPLOYMENT, §§ 3-5

Employment with permanent tenure is the principal form of employment within the construction industry.

§ 3 A contract of employment applies until further notice. However, agreement on temporary employment may be reached in the cases prescribed in §§ 4, 4 a and 5 a. If such an agreement is reached in another case, the worker may obtain a court order that the agreement shall apply until further notice in the manner prescribed in § 32.

Contracts of employment which apply until further notice may be terminated by the employer or worker so that they cease to be valid after a specific period of notice. Temporary employment ceases without previous notice of termination on expiry of the period of employment or when the work has been completed, unless otherwise has been agreed or follows from § 4 item 2 or § 5 a. There are special rules in § 29 regarding retirement with pension.

A worker may resign from his employment with immediate effect, if the employer has neglected his obligations towards the worker to a considerable extent. In the cases referred to in § 17, an employer can terminate the employment with immediate effect by means of dismissal.

Qualification to § 3

With regard to determination of “temporary residence” on entering employment see § 6 item 3.8 of the Construction Agreement.

- § 4 An agreement on temporary employment may be reached in the following cases:
- 1 Agreement for a certain period, certain season or certain work, if occasioned by the special character of the work.
 - 2 An agreement for a certain period relating to work as a substitute, work experience or vacation work. If a worker has been employed by the employer as a substitute for more than two years in total during the past five years, the employment changes to employment with permanent tenure.
 - 3 An agreement for a certain period, however, not more than 6 months in total during 2 years, if occasioned by a temporary backlog of work.
 - 4 An agreement which applies for the period until the worker shall begin compulsory military service, which shall continue for more than 3 months.
 - 5 An agreement for a certain period which relates to employment after retirement, if the worker has reached the age which gives rise to the obligation to resign from the employment with retirement pension or, if no such mandatory retirement exists, when the worker turns 67.

§ 4 a An agreement may also be reached regarding temporary employment (agreed temporary employment) in other cases than those referred to in § 4. An agreement on such employment may, with regard to the same employer, not cover more than 12 months in total during a three-year period, and no period of agreement may be shorter than one month. If an agreement for a shorter period than one month is reached, the agreement applies for one month.

In a company or operation which previously had no workers, when workers are employed for the first time and for three years subsequently, an agreement which refers to the same worker in the first paragraph may be reached for not more than 18 months during a three-year period.

An employer at the same point in time may not have more than five workers employed on the basis of agreed temporary employment.

Entry in the minutes to § 4.1

Employment under item 1 above may, in respect of employment for “certain time” and “certain work”, only take place as follows:

1 Agreement on employment for a “certain period” or “certain work” within new production and certain larger repair and conversion objects may be reached between an employer and worker for employment that is expected to continue for not more than 6 months. Employers that are about to employ workers for a certain period or certain work should inform the CD group/contact representative concerned in advance or if such is lacking, the local trade union about this. However, such information shall always be provided as soon as possible after such agreement has been reached.

If such employment has continued repeatedly for more than 8 months in total during the past 12 months, the agreed employment changes to employment with permanent tenure in the operation (priority area/priority unit) where the worker was previously employed.

Qualification to entry in the minutes 1

The objects that are covered by “larger repair and conversion objects” are determined by the employer and CD group/contact representative concerned or, if such are lacking, by the local trade union. Guiding in this connection shall be if the object is such that the work’s organisation and production conditions are similar in character to the conditions prevailing within the new production.

2 If the employer in a special case wishes to reach agreement with workers regarding employment for a “certain period” or “certain work” for a longer period than stated above, agreement shall be reached with the local trade union about this.

3 If employment continues after the employment should have rightfully ceased, the agreed employment changes to employment with permanent tenure in the operation (priority area/priority unit) where the worker is employed.

4. An agreement on temporary employment (“short-term work”) may, in addition to what is stated above, be entered into for short-term employment where it is not purposeful to reach agreement on temporary employment, however, for a maximum period of 1 month.

§ 5

- a An agreement may also be reached on temporary probationary employment, if the probationary period is not more than 6 months; however, such employment shall only occur in the case of work where the employment shall change to employment with permanent tenure after expiry of the probationary period.

Probationary employment may not occur in respect of a worker, who at the request of the employer on entering into the agreement, shows that he held previous employment of a similar nature and with the same conditions in the company or group for at least 6 months during the past 2 years.

An employer, who intends to give a worker notification that probationary employment shall be terminated prematurely or ended without changing to employment with permanent tenure, shall inform the worker of this at least two weeks in advance. If the worker belongs to a trade union, the employer shall simultaneously request consultation under § 27 b.

Unless otherwise agreed, probationary employment may be terminated even before expiry of the probationary period.

- b. In the event of transfer of a company, an operation or part of an operation from one employer to another, the rights and obligations are also transferred due to the contracts of employment and the conditions of employment which apply on the date of transfer to the new employer. However, the previous employer is also responsible in relation to the worker for financial undertakings relating to the period prior to the transfer. This paragraph also applies to workers in public service and on sea-going ships.

The first paragraph does not apply in the case of transfer in connection with bankruptcy.

Nor does the first paragraph apply to retirement, disability or survivors' benefits. Notwithstanding the provisions of the first paragraph, the contract of employment and the conditions of employment shall not transfer to a new employer, if the worker is opposed to this.

- c Not later than one month after the worker has started working, the employer shall provide written information to the worker regarding all material terms and conditions in the contract of employment and the employment relationship. If the period of employment is shorter than three weeks, the employer is not obliged to provide such information.

The information shall contain at least the following details:

- 1 The name and address of the employer and the worker, the day on which the employment begins and the workplace. The priority area and the priority unit which the worker is employed within is specified if necessary in the contract of employment (i.e. when there are several priority areas or priority units and uncertainty can arise regarding which the worker belongs to).
- 2 A brief specification or description of the worker's duties and occupational or official title.
- 3 If the employment is employment with permanent tenure or for a limited time or if it is probationary employment and
 - a) in the case of employment with permanent tenure; the periods of notice that apply,
 - b) in case of employment for a limited period; the final day of the employment or the conditions that apply in order for the employment to cease and what form of temporary employment the employment relates to,
 - c) in case of probationary employment, the length of the probationary period.
- 4 Commencing wage, other fringe benefits and how often the wage shall be paid out.
- 5 The length of the worker's paid holidays and the length of the worker's normal working day or working week.
- 6 Applicable collective agreement, where appropriate.

The information referred to in the second paragraph 3 a, 3 b regarding the conditions for the termination of the employment, 4 and 5, may, if appropriate, be provided in the form of reference to laws, other statutes or collective agreements governing these matters.

Entry in the minutes to item 1

Workplace refers to the company or parts the company's area of operations.

- d** With regard to workers stationed abroad, if the stationing is intended to continue for a longer period than one month, the employer shall provide written information to the worker before departure under § 5 c, if it has not been provided already.

The employer shall also provide written information to the worker before departure at least regarding:

- 1 the period of employment abroad,
- 2 the currency in which the wages shall be paid,
- 3 where appropriate, the cash payments and benefits in kind which arise from the stationing,
- 4 where appropriate, the terms and conditions for home journey, and
- 5 where appropriate, the terms and conditions which will be applicable under § 8 of the Foreign Posting of Employees Act.

The information referred to in 2 and 3 may, if appropriate, be provided in the form of reference to laws, other statutes or collective agreements governing these matters.

- e** If the conditions of employment are changed by a decision of the employer or by an agreement between the employer and the worker and the change concerns some of the details that the employer has informed about, or should have informed about, the employer shall provide written information about the change within one month.
- f** The employer shall inform workers with temporary employment about vacant posts with permanent tenure and probationary employment. The information may be provided by making it publically available at the workplace. Information shall be provided immediately to

workers on parental leave with temporary employment if he or she requests such information.

- g** The employer shall provide written information regarding the worker's total period of employment if requested by the worker.

In calculation of the period of employment, the special terms and conditions in § 2 first paragraph shall be applied.

- h** In connection with termination of a worker's employment, the employer shall submit a complete filled in employer's certificate under the Unemployment Insurance Act (1997:238). The employer's certificate shall be submitted as soon as possible and not later than five weeks from the day that the employment ceased.

NOTIFICATION THAT TEMPORARY EMPLOYMENT WILL NOT CONTINUE, §§ 6-8

- § 6** A worker who is employed for a limited time according to §§ 4 or 4 a and who will not receive continued employment when the employment ceases, shall obtain information from the employer about this at least 1 month before expiry of the period of employment.

If the period of employment is so short that information cannot be provided 1 month in advance, the information shall instead be provided when the employment commences.

If the worker should be dismissed from his employment for another reason than shortage of work, a period of notice according to § 13 shall be observed on the part of the employer, however, not longer than until completion of the agreed work.

The employee has to observe the period of notice in § 13 during the course of the agreed work, however, not longer than to the completion of the agreed work.

- § 7** Information under § 6 shall be in writing. The employer shall state in the information what the worker should observe in the case that the worker wants to bring an action that the contract of employment should be declared to be employment with permanent tenure or claim damages for breach of § 3 first paragraph. Furthermore, the informa-

tion shall state if the worker has a priority right to re-employment or not. If the worker has a right of priority and a declaration is required to assert the right of priority, it shall also be stated.

The information shall be provided to the worker personally. If it not reasonable to demand this, the information may instead be sent in a registered letter to the worker's last known address.

- § 8 A worker who has received information under § 6 first paragraph, has the right to reasonable time off from the employment with retained fringe benefits in order to visit the employment service or in other manner look for work, however, only if he/she, when the employment ceases, has been employed by the employer for more than 12 months during the past 2 years.

NOTICE OF TERMINATION FROM THE EMPLOYER, §§ 9-12

- § 9 Notice of termination from the employer shall be objectively based.

A notice of termination is not objectively based if it is reasonable to demand that the employer gives the worker other work in the employer's company.

In the event of such transfer of a company, an operation or part of an operation mentioned in § 5 b, the transfer shall not in itself represent objective grounds for giving notice to the worker. However, this prohibition shall not prevent notice of termination taking place for financial reasons where changes in the workforce are included.

If the notice of termination is due to circumstances which relate to the worker personally, it may not be solely based on circumstances which the employer has been aware of for more than 2 months before notification was provided under § 26 or, if such notification is not provided, 2 months before the date of notice of termination. However, the employer may base the notice of termination on circumstances which he has been aware of for more than 2 months, if the delay was due to the fact that on the request of the worker or with his/her consent, he delayed the notification or notice of termination or if there are exceptional reasons for invoking the circumstances.

The displacement area is determined in consultation with the employer and the CD group/contact representative concerned or, if such are lacking, the local trade union taking account of the company's organisational structure.

If agreement cannot be reached on the displacement area, the district/administration in question or equivalent unit within the company, constitutes the displacement area.

Determination of displacement area should occur at the same time as the priority area is established.

Entry in the minutes to § 9

- 1 In the event of a shortage of work, before the employer makes an investigation into the displacement opportunities, he should inquire if the worker concerned is entitled to displacement within the established displacement area. If the worker waives his claim to displacement, the employer has fulfilled his displacement obligation.

A worker who wishes to demand displacement, shall inform the employer about this immediately; however, not later than 2 working days after receipt of the displacement offer.

In the case of displacement to other work, the worker is compensated with the wage that applies for the new work.

- 2 In connection with offer of a lasting displacement to an unfamiliar location, which is located such that daily home journey cannot take place, the employer and worker, unless otherwise agreed, shall determine temporary residence (address) at the unfamiliar location. The temporary residence is thereafter to be regarded as the worker's permanent residence in application of § 6 items 1-2 of the Construction Agreement.

If agreement cannot be reached in this connection, the employer's permanent location of business at the unfamiliar location applies as the starting point for calculation of travel allowance for daily travel and daily allowance for expenses. The location of business is thereafter to be regarded as the worker's permanent residence in application of the § 6 items 1-2 of the Construction Agreement.

Transitional provisions to § 9 entry in the minutes 2

Workers, who are displaced as above, however, have the right to start from their permanent residence, in calculation of daily allowance for expenses, for a transitional period of 6 months provided that the worker has been employed by the employer for 12 months during the past 2 years. For workers who do not fulfil these qualification requirements, the equivalent transitional period is 1 month.

The transitional period is calculated from the day that the worker commenced the work at the unfamiliar location.

Qualification to § 9 entry in the minutes 2

A lack of agreement between employer and worker as above refers to the question of whether home journey can take place and the question of determination of temporary residence.

For work in the location where the worker has his permanent residence, the main rule in § 6 items 1-2 of the Construction Agreement regarding travel allowance and daily allowance for expenses is applied.

§ 10 Notice of termination from the employer shall be in writing.

In the notice of termination, the employer shall state what the worker should observe in the case where the worker wants to contend that the notice is invalid or claim damages in connection with the notice of termination. Furthermore, the information shall state if the worker has a right of priority to re-employment or not. If the worker has a right of priority and a declaration is required to assert the right of priority, it shall also be stated.

§ 11 The employer is obliged at the request of the worker to state the circumstances invoked as a basis for the notice of termination. The information shall be in writing, if requested by the worker.

§ 12 The notice of termination shall be provided to the worker personally. If it is not reasonable to demand this, the information may instead be sent in a registered letter to the worker's last known address.

The notice of termination is deemed to occur when the worker is informed of the notice of termination. If the worker cannot be found

and a notice of termination has been sent by letter under the first paragraph, notice of termination is deemed to have taken place 10 days after the letter was submitted to the post office for dispatch. If the worker is on holiday, the notice of termination is deemed to have taken place at the earliest on the day after the holiday ended.

PERIOD OF NOTICE, § 13

§ 13 For both employer and worker a period of notice of at least one month applies.

The worker has the right to a period of notice of:

- two months, if the total period of employment with the employer is at least two years, but shorter than four years,
- three months, if the total period of employment is at least four years but shorter than six years,
- four months, if the total period of employment is at least six years but shorter than eight years,
- five months, if the total period of employment is at least eight years but shorter than ten years, and
- six months, if the total period of employment is at least 10 years.

If a worker who is on parental leave under §§ 4 or 5 of the Parental Leave Act is given notice on account of a shortage of work, the period of notice starts to run when the worker partially or wholly resumes the work or, according to the notification of parental leave that applies when the notice of termination is given, when the worker would have resumed his work.

Entry in the minutes to § 13

- 1 The day that notice of termination is given, is not included in the period of notice.
- 2 A party, that wants to allege that notice of termination has taken place, should be able to substantiate this in writing or in another manner.

WAGES AND OTHER BENEFITS DURING THE PERIOD OF NOTICE, §§ 14-16

§ 14 A worker who has been given notice has the right to retain his wages and other fringe benefits during the period of notice even if the worker does not receive any duties at all or receives different duties than before.

Entry in the minutes to § 14

Compensation for lost earnings is paid as follows:

- Workers, who are part of the piecework team or have piecework alone, retain existing wage terms and conditions. The payment is settled individually through so-called parallel compensation under § 3 item 6.3 of the Construction Agreement at the same time as the piecework is settled.
- A worker, who is not part of the piecework team and who does not have piecework alone either, receives individual compensation according to the rules generally applicable to him.

§ 15 § 15 If the employer has stated that the worker does not need to be at the employer's disposal during the period of notice or a part thereof, the employer according to § 14 first paragraph may deduct income from benefits that the worker has obtained during the same time in other employment. The employer also has the right to deduct income that the worker could obviously have obtained during this period in other acceptable employment. Training grants that are paid following decisions of a labour market authority may be deducted to the extent that the grant refers to the same period as the fringe benefits and which was granted to the worker following notice of termination.

§ 16 A worker who has been given notice may not be moved to another location during the period of notice, if the worker's opportunities of seeking new work would thereby not be insignificantly impaired.

During the period of notice, a worker who has been given notice also has the right to reasonable time off from the employment with retained fringe benefits in order to visit the employment service or to look for work in another manner.

DISMISSAL, §§ 17-19

- § 17 Dismissal may take place, if the worker has grossly disregarded his obligations towards the employer.

The dismissal may not be based solely on circumstances which the employer has been aware of either more than 2 months before the notification was provided under § 26 or, if no such notification was provided, 2 months before the date of the dismissal. However, the employer may base the dismissal solely on circumstances that the employer has been aware of more than 2 months, if the delay was on account that the employer, on the worker's request, or with the latter's consent, delayed with the notification or dismissal or if there are exceptional reasons for invoking the circumstances.

- § 18 Dismissal must be in writing.

The employer shall state in the notice of dismissal what the worker should observe in the case that the worker wishes to allege that the dismissal is invalid or claim damages on account of the dismissal.

The employer is obliged at the request of the worker to state the circumstances invoked as a basis for dismissal. The information shall be in writing, if requested by the worker.

- § 19 Notice of dismissal shall be provided to the worker personally. If it is not reasonable to demand this, the information may instead be sent in a registered letter to the worker's last known address.

Dismissal is deemed to occur when the worker is informed of the dismissal. If the worker cannot be found and a notice of dismissal has been sent by letter under the first paragraph, dismissal is deemed to have taken place 10 days after the letter was submitted to the post office for dispatch. If the worker is on holiday, dismissal is deemed to have taken place at the earliest on the day after the holiday ended.

WAGES AND OTHER BENEFITS DURING TEMPORARY DISMISSAL, § 20

- § 20 A worker who is temporarily dismissed has the right to the same wages and other fringe benefits which are stated in the § 5 of the Con-

struction Agreement. However, this does not apply if the temporary dismissal is a result of work that is seasonal or for other reason is not continuous in nature.

Entry in the minutes to § 20

- 1 Compensation is paid according to the rule in the entry in the minutes to § 14.
- 2 In Appendix I item 2.3 (Special holiday rules) there are rules regarding what applies to workers that are temporarily dismissed during the holiday close down in connection with the main holidays (construction holiday) if the worker at the time of the holidays is not entitled to a sufficient number of paid days of holiday for the time off.

PRIORITY IN EVENT OF NOTICE OF TERMINATION, §§ 21-22

§ 21

- a** In the event of notice of termination due to shortage of work, the employer shall observe the following priority rules:

Before priority is determined, an employer with not more than ten workers, irrespective of the number of priority areas, may exempt a maximum of two workers who in the employer's estimation are of special importance for the continued operations. In the calculation of the number of workers at the employer, workers referred to in § 1 are disregarded. The worker or workers exempted have priority to continued employment.

The workers place in the priority is determined with a starting point in each worker's total period of employment with the employer. Workers with longer periods of employment have priority before workers with shorter periods of employment. In the case of the same period of employment, a higher age affords priority. If a worker can only be given continued work with an employer after displacement, a requirement for priority under the priority rules is that the worker has adequate qualifications for the continued work.

Priority is separately agreed for each occupational group (priority unit), within the area of operation (priority area), whereof agreement is reached with the CD group/contact representative concerned or if such are lacking, with the local trade union taking account of the company's organisational structure. However, the parties have the right to reach agreement that construction services shall constitute a distinct priority unit.

If agreement on priority area cannot be reached, the accompanying Appendix A5 applies, which shows the priority areas agreed by the central parties.

In the event of temporary changes concerning placement of workers from the agreed priority area, implying work within another agreed priority area, the CD group/contact representative concerned shall be informed about the move. Regular consultation should take place every sixth month about whether the work is still temporarily continuing or implies a permanent transfer of workers to a new priority area.

Woodworkers, concrete workers and bricklayers within previous classification in building and construction agreements shall each be considered severally in respect of priority.

In the event of change in priority area as a consequence of termination of the priority agreement, workers shall, when a shortage of work arises, be placed in the priority area where he/she has principally worked during the past six months. This applies if another agreement is not reached.

Entry in the minutes to § 21 a

At the request of the CD group/contact representative/local branch, if agreement is reached on a special priority unit for construction services and the unit is later wound up completely, a common priority unit shall be established for workers in the closed-down priority unit and workers belonging to the same occupational group in another priority unit with mainly the same geographical priority area. However, consolidation may not occur of priority units related to construction activities under Appendix A2.

- b Agreement regarding a departure from the above stated priority rules may be reached under § 27 a.

Entry in the minutes to § 21

In the event of shortage of work within priority area/priority unit, in principle, employees with permanent tenure shall have priority to continued work. However, temporary employees may complete agreed employment.

- § 22 Workers who have reduced working capacity and on account thereof have been given special work by the employer, shall have priority to continued employment irrespective of the priority rules if it can occur without serious difficulty.

**RIGHT OF PRIORITY TO RE-EMPLOYMENT,
§§ 23-25**

- § 23 Workers who are given notice on account of shortage of work have a right of priority to re-employment within the priority area and priority unit they previously belonged to. The same applies for workers who were employed for a limited time under §§ 4 or 4 a and who on account of shortage of work have not received continued employment. However, a requirement for right of priority is that the worker has been employed by the employer for more than 12 months during the past three years and that he has adequate qualifications for the new employment.

A worker may not claim a right of priority to re-employment, if the re-employment would contravene § 4 first paragraph item 3 or § 4 a. The right of priority applies from the date that notice was served or information was provided or should have been provided under § 6 first paragraph and thereafter until nine months have passed from the day when the employment ceased. If the company, operation or part of operation, during the stated periods, was transferred to a new employer by means of such a transfer covered by § 5 b, the right of priority applies in relation to the new employer. The right of priority also applies in those cases where the previous employer is declared bankrupt.

In addition to this, in the case of seasonal workers the equivalent right of priority applies for the worker who has been employed by the same employer for at least two consecutive seasons, each season for at least four months.

Entry in the minutes to § 23

When a company hires workers from staffing companies the rules concerning duty to negotiate in Appendix A6 are applicable if there are previous employees who have been given notice on account of shortage of work and who have a right of priority to re-employment in the company.

§ 23 a A part-time worker who has notified his employer that he or she wants a position with a higher degree of employment, however, up to a maximum of full time, has a right of priority to such employment notwithstanding § 23. A requirement for the right of priority is that the employer's labour need is satisfied by employing the part-time employee with a higher degree of employment and that the part-time employee has adequate qualifications for the new duties.

If the employer has several priority areas, the right of priority applies to employment within the priority area where the worker is part-time employed.

The right of priority does not apply to workers with right to displacement under § 9 second paragraph.

A worker cannot claim his right of priority, if employment would contravene § 4 first paragraph item 3 or § 4 a.

§ 24 If several workers have a right of priority to re-employment under § 23 or right of priority to a position with a higher degree of employment under § 23 a, priority is determined between them based on each worker's total period of employment with the employer. Workers with longer periods of employment have priority over workers with shorter periods of employment. In the case of the same period of employment, a higher age affords priority.

§ 25 If information regarding right of priority to re-employment has been provided under § 7 second paragraph or § 10 second paragraph, a right of priority cannot be claimed before the worker has given notice to the employer of his demand for right of priority.

A worker, who is offered re-employment, should notify the employer as soon as possible whether he accepts the offer. If the offer is accepted the worker does not need to take up the new employment before a reasonable transitional period.

If the worker rejects an offer of re-employment that reasonably should have been accepted, the worker loses his right of priority.

NEGOTIATIONS ETC., §§ 26-28

§ 26 An employer who wants to dismiss or give notice to a worker due to circumstances which relate to the worker personally, shall inform the worker of this in advance. If the notification concerns notice of termination, it should be given at least 2 weeks in advance, and if it concerns dismissal, it should be given at least 1 week in advance. If the worker belongs to a trade union, the employer concurrently with the notification shall give notice to the local trade union that the worker belongs to.

The worker and the local trade union that the worker belongs to, have the right to discussions with the employer regarding the action to which the notification and notice relates. However, it is a requirement that the discussions are requested not later than 1 week after the notification or notice was provided.

If discussions have been requested, the employer may not carry out the notice of termination or dismissal before the discussions have concluded.

§ 27

a Before the employer takes any of the following actions, negotiation under §§ 11-14 of the Co-determination in the Workplace Act (1976:580) (MBL) shall take place.

- 1 Notice of termination due to shortage of work.
- 2 Temporary dismissal, which is not of an exceptional and short-term nature which is neither due to seasonal work nor work which otherwise is not continuous by its nature.
- 3 Rehiring after such temporary dismissal specified in item 2 above.

- 4 When the employer intends to employ a worker, when someone else has right of priority either to re-employment or right of priority to a position with a higher degree of employment. The same applies when a question arises about whom of several workers entitled to priority shall receive re-employment or a position with a higher degree of employment.

Negotiation takes place with the CD group/contact representative concerned or, if such are lacking, the local trade union.

Entry in the minutes to § 27 a

Local CD negotiation between the company and the CD group/contact representative concerned or, if such are lacking, the local trade union shall begin as soon as possible and should, unless the parties have agreed otherwise, be completed within 10 working days after the opposing party has received the negotiation request.

Qualification to entry in the minutes § 27 a

With regard to central CD negotiation, reference should be made to Appendix C, Customised CD organisation § 9 b.

- b** Before the employer takes any of the following actions, consultation should take place.
 - 1 Entering into agreement on probationary employment or temporary backlog of work.
 - 2 Notification that probationary employment shall be terminated prematurely without changing to employment with permanent tenure.

Consultation takes place with the CD group/contact representative concerned or if such are lacking, the trade union representative in the company.

Entry in the minutes to § 27 b

If a question only relates to a certain priority unit, consultation takes place with a representative for it.

- c** If a question arises about an action which is referred to under b item 2, the worker concerned has to participate in the consultation.

§ 28 Before the employer provides information regarding reduction of the workforce or increase of the workforce, consultation should take place.

Consultation takes place with CD group at the workplace or if such is lacking, with a CD member, contact representative, trade union representative who works at the workplace concerned.

Qualification to § 28

The parties consider that it is natural that the rules regarding consultation and reduction of the workforce should also be applied with regard to workers who have employment with permanent tenure.

RETIREMENT WITH PENSION ETC., § 29

§ 29 A worker has the right to remain in employment until the end of the month when the worker turns 67, unless otherwise follows from this agreement.

Workers reach the retirement age for the Collective agreement occupational pension (SAF-LO) at the beginning of the calendar month, in which he turns 65.

If an employer wants a worker to retire from his employment at the end of the month when the worker turns 67, the employer shall provide notice of this to the worker in writing at least one month in advance.

If an employer wants a worker to retire from his employment in connection with the fact that the worker under the Swedish National Insurance Act (1962:381) has the right to full sickness allowance which is not limited in time, the employer shall provide information to the worker in writing about this.

Workers, who have or who have obtained the right to full sickness allowance as above, and who have reached agreement with the employer on continued employment, have no right to a longer period of notice than one month. The worker has no right of priority, when priority shall be determined in the case of notice of termination or in the case of re-employment.

Entry in the minutes to § 29

Information about the right to full sickness allowance which is not limited in time should be provided to the employer as soon as the worker has become aware of it.

DISPUTES ABOUT THE VALIDITY OF NOTICES OF TERMINATION OR DISMISSALS ETC., §§ 30-33

§ 30 If a worker is given notice of termination which is not based on objective grounds, the notice shall be declared invalid at the instance of the worker. However, this does not apply if the notice of termination is contested solely because it contravenes the priority rules. If a dispute arises regarding validity of a notice of termination, the employment does not cease as a consequence of the notice of termination before the dispute has been finally settled. Nor may the worker be suspended from work on account of the circumstances which have given rise to the notice of termination unless there are exceptional reasons.

The worker has the right to wages and other benefits under §§ 14-16 as long as the employment lasts.

A court, for the period until the final decision may determine that the employment shall cease at the end of the period of notice or at a later point in time that the court decides upon or that an ongoing suspension shall stop.

§ 31 If a worker has been dismissed in circumstances which would not even have been sufficient for a valid notice of termination, the dismissal shall be declared invalid at the instance of the worker.

If such a claim is advanced, a court can decide that the employment notwithstanding the dismissal shall last until the dispute has been finally determined.

If a court has given its ruling according to the second paragraph, the employer may not suspend the worker from work due to the circumstances which have given rise to the dismissal. The worker has the right to wages and other benefits under §§ 14-16 as long as the employment lasts.

§ 32 A contract of employment, which has been limited in time in contravention of § 3 first paragraph, shall be declared to apply until further notice at the instance of the worker.

If such a claim is advanced, a court can decide that the employment notwithstanding the agreement shall last until the dispute has been finally determined. The worker has the right to wages and other benefits under §§ 14-16 as long as the employment lasts.

§ 33 If a court through a legally binding judgement has invalidated a notice of termination or a dismissal, the employer may not suspend the worker from work due to the circumstances which have given rise to the notice of termination or dismissal.

LIMITATION, §§ 34-36

§ 34 A worker who intends to claim invalidation of a notice of termination or a dismissal, shall notify the employer of this not later than 2 weeks after the notice or dismissal took place. However, if the worker has not received any such information regarding the action for avoidance referred to in § 10 second paragraph or § 18 second paragraph, the time limit amounts to 1 month and is calculated from the day when the employment ceased.

If a worker claims that a contract of employment has been limited in time in contravention of § 3 first paragraph and intends to demand a declaration that the agreement shall apply until further notice, the worker shall notify the employer of this not later than 1 month after the end of period of employment.

If negotiations are demanded within the notification period concerning the matter in dispute under the Co-determination in the Workplace Act (1976:580) or under collective agreements, an action should be initiated within 2 weeks from when the negotiation concluded. In other cases, an action should be initiated with 2 weeks after the notification period expired.

Entry in the minutes to § 34

With regard to dealing with disputes concerning the validity of notice of termination, dismissal and invalidation of temporary

employment, reference should be made to the action procedure in § 10 of the Construction Agreement.

§ 35 A worker who wishes to claim damages or lodge another claim based on the terms and conditions in the Employment Protection Act and this Agreement shall notify the opposing party of this within 4 months of the point in time when the tortious act was carried out or the claim became due for payment.

If a worker has not received any such information regarding a claim for damages which is referred to in § 10 second paragraph or § 18 second paragraph, the time is calculated instead from the day that the employment ceased. If the worker's claim relates to breach of § 3 first paragraph, the time limit is calculated from the end of the period of employment.

If negotiations are demanded within the notification period concerning the matter in dispute under the Co-determination in the Workplace Act (1976:580) or under collective agreements, an action should be initiated within 4 months from when the negotiation concluded. In other cases, an action should be initiated within 4 months after the notification period expired.

Entry in the minutes to § 35

With regard to the processing of the claim for damages or other performance claim, reference should be made to the negotiation procedure in § 10 of the Construction Agreement.

§ 36 If notification is not provided or an action is not initiated within the time prescribed in § 34 or § 35, the party has lost his/her cause of action.

DAMAGES, §§ 37-38

§ 37 An employer who breaches this agreement shall pay not only wages and other fringe benefits that the worker may have the right to but even compensation for loss arising.

Workers who breach this agreement by leaving their employment without observing the prescribed period of notice or part of it, shall pay damages to the employer for the loss and inconvenience thereby

occasioned of an amount equivalent to 70 per cent of the basic salary under § 3 item 9.2 of the Construction Agreement for the part of the period of notice which was not observed.

Damages according to the first paragraph may relate both to compensation for the loss arising and compensation for the violation implied by the breach. Compensation for loss that relates to time after the termination of the employment, may be fixed, in each case, at an amount not more than that specified in § 38.

If reasonable, the damages may be reduced or dropped completely.

§ 38 If an employer refuses to comply with a ruling, whereby a court has invalidated a notice of termination or a dismissal or has declared that temporary employment should be employment with permanent tenure, the employment relationship should be considered dissolved. For his refusal, the employer shall pay damages to the worker in accordance with the following terms and conditions:

The damages are calculated based on the worker's total period of employment with the employer when the employment relationship was dissolved and are fixed at an amount equivalent to:

- 16 monthly wages in the case of a period of employment of less than 5 years
- 24 monthly wages in the case of a period of employment of at least 5 but less than 10 years
- 32 monthly wages in the case of a period of employment of at least 10 years

However, the damages may not be set so that the amount is calculated according to more monthly wages than what corresponds to the number of commenced months of employment with the employer. If the worker has been employed for less than 6 months, the amount shall still correspond to 6 monthly wages.

CONSTRUCTION WORK

1 DEFINITION

The following areas of operation are construction work:

- 1) Capital assets, e.g. power plants, sports grounds and airfields.
- 2) All work involving wood and concrete relating to construction and repairs of roads, streets, railways, tramways and metros.
- 3) Construction and repairs of bridges, viaducts, and road tunnels of concrete.
- 4) Land improvement and wiring work within building sites i.e. work which has a connection in time with a well-defined construction or building object.
- 5) Mains for district heating and cooling.
- 6) All land improvement work during construction and repairs of dams, lake regulations and waterways.
- 7) Work during piling, grooving, piled slab and ground support.
- 8) Pipe jacking.
- 9) Drilling for energy and water.
- 10) Diving work.
- 11) Dredging work.
- 12) The work also includes cleaning, tidying up and other similar ancillary work connected to the above, as well as processing of recycling and residual products from activities covered by the agreement.

2 DEMARCATION IN MIXED OPERATIONS

In the case of a company or part of a company with mixed operations within the contractor's equipment sector, i.e. active within the scope of the Construction Agreement and the Road and Rail Agreement, the main principle shall apply concerning collective agreement affiliation. This means that all machine operators and drivers who are employed

within the same operating unit in a mixed operation shall be bound by the same collective agreement. For assessment of agreement affiliation, the company and the local branches concerned within Byggnads and SEKO shall conduct a joint review of the company's mixed operations every second year.

3 AGREEMENT AFFILIATION FOR SMALLER-SCALE WORK

If certain working operations in the same workplace are expected to be less than 600 hours, the same collective agreement shall apply for all work at the workplace.

SPECIAL RULES FOR BORROWING AND LOANING OUT WORKERS BETWEEN COMPANIES

1 SCOPE

In the event of borrowing and loaning out workers within the scope of the Construction Agreement, the rules in Appendix A3 apply.

Loaning out may only occur to employers that are bound by the Construction Agreement and the Road and Rail Agreement.

Borrowing may only occur of workers that are employed in companies that are bound by the Construction Agreement and the Road and Rail Agreement.

2 EMPLOYER'S LIABILITY AND WORKING ENVIRONMENT LIABILITY

The employer that the worker is employed with has also employer's liability for the worker during the period when the worker is loaned out to another employer. This means, inter alia, that wages are paid by the loaning out employer.

The employer who has borrowed the worker is responsible for the working environment, in relation to borrowed workers, during the borrowing period.

3 CONSENT TO LOANING OUT

Loaning out of a worker may only take place if the worker concerned has given his consent to the loaning out.

4 SHORT-TERM BORROWING AND LOANING OUT

Borrowing and loaning out may occur for not more than two (2) working days without observance of the rules in items 5-7 below.

5 LOANING OUT

Loaning out shall be preceded by negotiation with the CD group/contact representative or if such are lacking, with the Byggnads region concerned.

The length of the loaning out period may not exceed (8) weeks. However, agreement on a longer loaning out may be reached with the Byggnads region concerned.

Loaned out workers remain in employment and retain their place in the priority with the loaning out employer.

Loaned out workers are entitled, where appropriate, to travel allowance or daily allowance for expenses.

6 BORROWING

Borrowing shall be preceded by negotiation with the CD group/contact representative concerned or if such are lacking, the Byggnads region concerned.

Borrowed workers may not be further loaned out to another company.

If a shortage of work arises during the borrowing period, borrowed workers shall be covered first by the reduction.

7 WAGE ADMINISTRATION

7.1 Performance pay

In the case of performance pay at a particular workplace, the borrowed worker shall have the same wage as the other workers in the team of workmen.

The practical handling shall take place in the following way:

- a) A distribution list is prepared containing all the company's borrowed workers at the workplace.
- b) A distribution list is prepared for the loaning out company's workers at the workplace. If there are several loaning out companies, a distribution list is prepared for each company which has loaned out workers.

- c) The above-mentioned distribution lists are submitted along with a compilation of reconciliation and lists to borrowing companies.
- d) Borrowing companies check that the submitted information is correct. If the information is correct the distribution list is subsequently sent to loaning out companies in respect of the workers concerned at the loaning out company. If the information is not correct, borrowing companies shall request negotiation under § 3 item 3.1.14 of the Construction Agreement.

7.2 Time wages

When workers are loaned out to a workplace with time wages or with merit wages which cover larger units than the particular workplace, loaned out workers shall have the wage that the workers concerned have agreed on with their employer (loaning out company).

SPECIAL RULES FOR HIRING AND HIRING OUT LABOUR BETWEEN COMPANIES

1 SCOPE

The rules in this Appendix A4 are applicable to companies which are bound by the Construction Agreement and hire out workers within the scope of the Construction Agreement (staffing company). In the case of a company that hires workers from staffing companies, the rules concerning duty to negotiate in Appendix A6 are applicable if there are previous employees who have been given notice on account of shortage of work and who have right of priority to re-employment in the company.

Relevant parts of the Construction Agreement apply with the exception of the amendments below.

2 FORMS OF EMPLOYMENT

Employment in staffing companies applies until further notice, unless otherwise agreed as follows.

The rules in this provision (item 2) replace the rules on forms of employment in Appendix A1 §§ 3 and 4 (Agreement on Employment Protection).

The staffing company and the worker may reach agreement on employment for a certain period. Such contract of employment shall be in writing and may not exceed six (6) months, but may amount to twelve (12) months if approved by the Byggnads region concerned.

Such temporary employment may be terminated prematurely subject to 14 days' notice by either party.

In addition to this, agreements under Appendix A1 may be reached for work as a substitute, work experience, vacation work and in connection with national service training.

Agreement on new temporary employment as above may be reached after six (6) months from the latest conclusion of temporary employment.

3 WAGES

3.1 Wage form

Wages are paid out as performance pay or time wages.

3.2 Wages during the period when the worker is hired out

3.2.1 Performance pay and deduction from performance pay agreement in particular workplace

In the case of performance pay at a particular workplace, the hired worker shall have the same wage as the other workers in the team of workmen.

The practical handling shall take place in the following way:

- a) A distribution list is prepared containing the hiring company's workers at the workplace.
- b) A distribution list is prepared for the hiring out company's workers at the workplace. If there are several hiring out companies, a distribution list is prepared for each company which has hired out workers.
- c) The above-mentioned distribution lists are submitted along with a compilation of reconciliation and lists to hiring companies.
- d) Hiring companies check that the submitted information is correct. If the information is correct the distribution list is subsequently sent to hiring out companies in respect of the workers concerned at the hiring out company. If the information is not correct, hiring companies shall request negotiation under § 3 item 3.1.14 of the Construction Agreement.

For piecework, work by hired workers shall be deducted from the piecework agreement in accordance with § 3 items 3.1 and 3.2 of the Construction Agreement. However, hiring companies and the team of workmen may reach an agreement that deduction should take place in a different manner. If this occurs, wages shall be awarded in accordance with item 3.2.2.

3.2.2 Wages for workers who are not part of the performance pay team

Wage for hired out workers who according to the agreement are not part of the performance pay team is the average performance pay during the previous year, with addition of the increase agreed by the central parties in respect of the agreement. The average performance pay is determined annually between the central parties and is based on the previous year's average performance pay within each statistical area, Appendix B.

3.2.3 Time wages and merit wages in larger units than a particular workplace

When workers are hired out to a workplace with time wages or with merit wages and the wage agreement covers larger units than the particular workplace, hired out workers shall have the wage that the workers concerned have agreed on with their employer (hiring out company).

Time wages for hired out workers may not be less than the average wage for the previous year, with addition of the increase agreed by the central parties in respect of the agreement. The average time wage is determined annually between the central parties and is based on the previous year's average time wage within each statistical area, Appendix B.

3.3 Wages during the period when the worker is not hired out

During the period that the worker is not hired out, compensation is awarded of not less than the basic wage under § 3 items 9.2 and 9.3 of the Construction Agreement.

4 WORKING HOURS

During the entire period the worker is hired out, the working hours regulations in force at the workplace in question are applied.

The working hours shall be planned in accordance with what applies in the case of equivalent occupational groups at the hiring company.

The above mentioned applies subject to the limitations that follow from item 5 below.

5 OCCUPATIONAL LIABILITY

At the time of employment, the worker's occupational liability area and within what times the worker is obliged to work shall be determined and written into the contract of employment. However, the occupational liability may comprise not more than eleven (11) consecutive hours per working day (including breaks).

6 DUTY TO INFORM

In connection with a staffing company becoming a member of BI, BI shall notify Byggnads that the company has become a member and that the company is a staffing company.

When the staffing company that has been notified to Byggnads shall undertake work as a subcontractor, the company in each individual case shall inform the local branch concerned of this.

AGREED PRIORITY AREAS

The priority areas presented below shall be used when the parties cannot agree on classification of various priority areas under Appendix A1 § 21 (Agreement on Employment Protection).

	<i>Priority area</i>	<i>Scope</i>
1.	Stockholm	Stockholm and Lidingö municipalities
2.	Solna	Danderyd, Ekerö, Håbo, Järfälla, Norrtälje, Sollentuna, Solna, Sundbyberg, Täby, Upplands-Bro, 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	Gotland municipality.

20.	Karlshamn	Karlshamn, Olofström, Bromölla and Sölvesborg municipalities.
21.	Karlskrona	Karlskrona and Ronneby municipalities.
22.	Kristianstad	Hässleholm, Kristianstad and Östra Göinge municipalities.
23.	Malmö	Malmö municipality.
24.	Lund	Burlöv, Eslöv, Hörby, Höör, Kävlinge, Lomma, Lund and Staffanstorps municipalities.
25.	Trelleborg	Sjöbo, Skurup, Svedala, Trelleborg, Vellinge, Simrishamn, Tomelilla and Ystad municipalities.
26.	Helsingborg	Bjuv, Båstad, Helsingborg, Höganäs, Klippan, Landskrona, Perstorp, 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	Grästorp, 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.	Säffe	Bengtstors, Dals-Ed, Årjäng, Säffe 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.
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	Härjedalen municipality.
53.	Sundsvall	Härnösand, Sundsvall and Timrå municipalities.
54.	Kramfors	Kramfors municipality.
55.	Sollefteå	Sollefteå municipality.
56.	Örnsköldsvik	Örnsköldsvik municipality.
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 Övertkalix municipalities.
66.	Haparanda	Övertorneå and Haparanda municipalities.
67.	Gällivare	Jokkmokk and Gällivare municipalities.
68.	Kiruna	Pajala and Kiruna municipalities.

HIRING OF LABOUR IN EVENT OF RIGHT OF PRIORITY TO RE-EMPLOYMENT

Special rules for hiring and hiring out labour between companies when the hiring company has previous employees with right of priority to re-employment due to of notice of termination related to shortage of work.

1 BACKGROUND

The parties observe that issues have arisen within the Swedish labour market about improper circumvention of the right of priority to re-employment through the use of staffing companies under the Private Employment Agencies and Temporary Labour Act (1993:440). It has been reported that such improper processes in relation to rights in force have become more common in line with the expansion of the staffing industry. Staffing company refers to companies as defined in the above mentioned act.

In light of this, BI and Byggnads are establishing a joint council with the task of ensuring that improper circumvention of the right of priority to re-employment under the Employment Protection Act does not occur within the sector. Within the scope of the Construction Agreement, the Employment Protection Act (1982:80) (LAS) has been incorporated into the collective agreement. The incorporation has taken place in such a manner that in the present circumstances there are no differences between the content of the act and the agreement.

2 NEGOTIATION, DISCUSSION AND DISPUTE REGARDING HIRING

2.1 Negotiation regarding hiring under the Co-determination in the Workplace Act (MBL)

Negotiation under § 38 MBL shall take place with the CD group at a company level in a nationwide company or with the local branch concerned and shall always take place if the company intends to use a staffing company when there are previous employees with right of pri-

ority to re-employment due to notice of termination related to shortage of work within the priority area and priority unit concerned.

In the negotiation, the company shall state the reason for solving the staffing need through hiring of workers. The negotiation shall also cover the question of whether the company's labour needs can instead be met through re-employment of previous employees with right of priority. In the event of hiring in respect of a longer period than five (5) weeks, the above mentioned parties should together consider the possibility of meeting all or part of the labour needs through re-employment instead of using staffing companies.

2.2 Discussions in event of hiring - local negotiation

In case the parties are not in agreement under item 2.1, the company has to demand local negotiation within three (3) working days of when the negotiation concluded under item 2.1.

If a company intends to hire labour through use of a staffing company during a continuous period of more than five (5) weeks, when concurrently there are previous employees with right of priority to re-employment due to notice of termination related to shortage of work within the priority area and the priority unit concerned where the hiring shall take place, the company shall enter into discussions with the CD group or if such is lacking, with the local branch concerned regarding the hiring as follows.

In the discussions, the company shall state the reason for solving the staffing need through hiring of workers. The discussions shall also cover the question of whether the company's labour needs can instead be met through re-employment of previous employees with right of priority.

Local negotiation shall be completed within five (5) working days from when the request was made unless the parties have agreed otherwise.

2.3 Central negotiation and call for arbitration proceedings

If disagreement arises in the negotiation/discussion on whether hiring for longer than five (5) weeks contravenes § 25 of the Employment

Protection Act (LAS), central negotiation shall be called for within three (3) working days by the company after concluded local negotiation.

Central negotiation shall take place within ten (10) working days from the request. The central parties shall work for a solution of the matter for negotiation which considers both the company's needs and the rightful interests of the workers.

In the event of disagreement in the central negotiation, the employers shall refer the case to the arbitration board under item 3 within three (3) working days of the conclusion of the negotiation.

If the employers refrain from calling for local or central negotiation or to refer the case to the arbitration board, the hiring may be concluded within five (5) weeks from the start of the hiring without legal consequences.

If the employers call for central negotiation at the correct time and refer the case to the arbitration board at the correct time and the board finds that the hiring contravenes § 25 of LAS, hiring may continue until five (5) working days have passed from the ruling in the arbitration board without the hiring being regarded as a breach of the collective agreement.

Negotiation shall take place promptly.

3 ARBITRATION BOARD REGARDING HIRING

The parties are in agreement on establishing an arbitration board as follows. The process in the arbitration board should be simple and prompt.

The board shall be composed of two (2) members from BI and two (2) members from Byggnads. The board shall also be composed of one (1) impartial chairman. In the event of disagreement regarding who should be appointed as impartial chairman, the National Mediation Office should appoint the chairman.

The arbitration board shall announce its ruling promptly and generally within fifteen (15) working days at the latest from the demand. If an

organisation has not appointed any member within the stated 3-week period, the arbitration board is competent to make decisions solely with an impartial chairman. A ruling can be made even if the employee organisation has not complied with a request to submit a written plea. The arbitration board shall hold oral proceedings prior to making a ruling. Oral evidence may take place if the hearing, notwithstanding the taking of evidence, can take place promptly.

The arbitration board shall declare in the ruling whether the company's planned or taken measures can be deemed to breach or contravene § 25 LAS.

The arbitration board does not need to report the reasons in writing, but the board shall report the reasons orally to each party.

The rulings of the arbitration board are not to be regarded as recommendations but are legally binding in the sense that it would be regarded as a breach of the collective agreement if, whenever applicable, the procedure in item 2 is not observed or if the hiring contravenes § 25 of LAS.

Any financial and ordinary damages to previous employees for breach of the right of priority under § 25 of LAS shall be handled according to the parties' negotiation procedure in § 10 of the Construction Agreement.

If the company follows the ruling of the arbitration board the parties shall work to remove any legal disputes from the cause list based on § 25 of LAS. If the parties cannot agree on removing the dispute from the cause list, the matter is handled under the parties' negotiation procedure in § 10 of the Construction Agreement.

The unsuccessful party in the board shall bear all the chairman's costs. In other respects, each party bears its own costs.

WAGE STATISTICS AREAS

	<i>Statistical area</i>	<i>Scope</i>
1.	Västra Norrbotten	Arjeplog, Arvidsjaur, Gällivare, Jokkmokk, Kiruna and Pajala municipalities
2.	Östra Norrbotten	Boden, Haparanda, Kalix, Luleå, Piteå, Älvsbyn, Övertorneå and Övertorneå municipalities
3.	Västerbotten	Bjurholm, Dorotea, Lycksele, Malå, Nordmaling, Norsjö, Robertsfors, Skellefteå, Sorsele, Storuman, Umeå, Vilhelmina, Vindeln, Vännäs and Åsele municipalities
4.	Jämtland	Bräcke, Härjedalen, Krokom, Ragunda, Strömsund, Åre, Östersund and Berg municipalities
5.	Västernorrland	Härnösand, Kramfors, Sollefteå, Sundsvall, Timrå, Ånge and Örnsköldsvik municipalities
6.	Gävleborg	Bollnäs, Gävle, Hofors, Hudiksvall, Ljusdal, Nordanstig, Ockelbo, Ovanåker, Sandviken and Söderhamn municipalities
7.	Dalarna	Avesta, Borlänge, Falun, Gagnef, Hedemora, Leksand, Ludvika, Malung, Mora, Orsa, Rättvik, Smedjebacken, Säter, Vansbro and Älvdalen municipalities
8.	Värmland	Arvika, Eda, Filipstad, Forshaga, Grums, Hagfors, Hamarö, Karlstad, Kil, Kristinehamn, Munkfors, Storfors, Sunne, Säffle, Torsby and Årjäng municipalities
9.	Örebro	Askersund, Degerfors, Hallsberg, Hällefors, Karlskoga, Kumla, Laxå, Lekeberg, Lindesberg, Ljusnarsberg, Nora and Örebro municipalities
10.	Västmanland	Arboga, Fagersta, Hallstahammar, Kungsör, Köping, Norberg, Sala, Skinnskatteberg, Surahammar and Västerås municipalities
11.	Uppland	Enköping, Heby, Håbo, Knivsta, Norrtälje, Tierp, Uppsala, Älvkarleby and Östhammar municipalities
12.	Stockholm/ Södertälje	Botkyrka, Ekerö, Haninge, Huddinge, Järfälla, Nykvarn, Nynäshamn, Sigtuna, Stockholm, Södertälje, Tyresö, Täby, Upplands-Bro, Vallentuna, Vaxholm, Värmdö, Österåker, Danderyd, Upplands Väsby, Sollentuna, Nacka, Sundbyberg, Solna, Lidingö and Salem municipalities

13.	Södermanland	Eskilstuna, Flen, Gnesta, Katrineholm, Nyköping, Oxelösund, Strängnäs, Trosa and Vingåker municipalities
14.	Norra Östra Götaland	Finspång, Norrköping, Söderköping and Valdemarsvik municipalities
15.	Södra Östra Götaland	Boxholm, Kinda, Linköping, Mjölby, Motala, Vadstena, Ydre, Åtvidaberg and Ödeshöj municipalities
16.	Västra Götaland/ Halland	Ale, Alingsås, Bollebygd, Borås, Göteborg, Herrljunga, Härryda, Kungälv, Lerum, Mark, Mölndal, Partille, Stenungsund, Tjörn, Tranemo, Ulricehamn, Vårgårda, Öckerö, Svenljunga, Bengtsfors, Dals-Ed, Essunga, Falköping, Färgelanda, Gullspång, Grästorp, Götene, Hjo, Karlsborg, Lidköping, Lilla Edet, Lysekil, Mariestad, Mellerud, Munkedal, Orust, Skara, Skövde, Sotenäs, Strömstad, Tanum, Tibro, Tidaholm, Trollhättan, Töreboda, Uddevalla, Vara, Vänersborg, Åmål, Falkenberg, Halmstad, Hylte, Kungsbacka, Laholm, and Varberg municipalities
17.	Jönköping county	Aneby, Eksjö, Gislaved, Gnosjö, Habo, Jönköping, Mullsjö, Nässjö, Sävsjö, Tranås, Vaggeryd, Vetlanda and Värnamo municipalities
18.	Kalmar county	Borgholm, Emmaboda, Hultsfred, Högsby, Kalmar, Mönsterås, Mörbylånga, Nybro, Oskarshamn, Torsås, Västervik and Vimmerby municipalities
19.	Gotland	Gotland municipality
20.	Kronoberg	Alvesta, Lessebo, Ljungby, Markaryd, Tingsryd, Uppvidinge, Växjö and Älmhult municipalities
21.	Blekinge	Karlshamn, Karlskrona, Olofström, Ronneby and Sölvesborg municipalities
22.	Skåne	Bjuv, Båstad, Helsingborg, Höganäs, Klippan, Landskrona, Svalöv, Åstorp, Ängelholm, Örkelljunga, Bromölla, Hässleholm, Kristianstad, Osby, Perstorp, Östra Göinge, Burlöv, Eslöv, Hörby, Höör, Kävlinge, Lomma, Lund, Malmö, Simrishamn, Sjöbo, Skurup, Staffanstorp, Svedala, Tomelilla, Trelleborg, Vellinge and Ystad municipalities

AGREEMENT REGARDING CUSTOMISED CO- DETERMINATION (CD) ORGANISATION

Appendix C contains terms and conditions regarding a customised co-determination organisation (CD organisation) under §§ 14 and 20 of the Co-determination in the Workplace Act (1976:580) (MBL) as well as information disclosure and carrying out of negotiations under MBL and the Construction Agreement with appendices.

The application of this Appendix C shall occur in such a way that it allows for flexible and prompt handling of information disclosure and the workers' co-determination in the companies concerned.

1 DEFINITIONS

Local company

Company with a unit from which the company's entire operations are administered and whose operations are limited to a smaller geographical area and which is not to be regarded as a Regional company.

Regional company

Company with more than one independent unit which has an administrative and earnings independence and own personnel responsibility and which is active within a larger geographical area e.g. one or more counties and which is not to be regarded as a National company under item 4.1.

National company

Company which has a built up regional organisation (district, regions or the like) and which is active in a large part of the country.

CD group

A group of workers that is appointed by the local branch in order to deal with CD questions in accordance with the terms and conditions in this Appendix C and agreement on customised CD organisation under item 2.1.

Contact representative A worker who is appointed by the local branch in a company with not more than twelve (12) employees in order to deal with CD questions according to the written mandate the contact representative received from the employee organisation concerned.

2 GENERAL TERMS AND CONDITIONS

2.1 Agreement regarding customised co-determination (CD) organisation

A special agreement regarding a customised CD organisation shall be reached between Byggnads, BI and National Company or Regional Company. Such agreement supplements the rules in this Appendix C and may contain rules which deviate from the terms and conditions in this Appendix C.

Corresponding agreement may be reached between Local Company, BI and the local branch concerned.

2.2 Mandate of CD group/contact representative

The company shall carry out its duty to inform and negotiate in relation to the CD group or contact representative concerned. The CD group and contact representative has the right to deal with the questions stated below (CD questions), provided nothing else is specially prescribed or agreed in a special agreement regarding the CD organisation in a National company or Regional company:

- to be a negotiation party in questions which relate to §§ 11, 12 and 21 MBL,
- to be information recipient in questions relating to § 19 MBL,
- to be a negotiation, consultation and information party according to Appendix A1 §§ 9, 21, 27 and 28 (Employment Protection Act),
- to be a negotiation party in questions relating to temporary dismissal and return to work under § 5 of the Construction Agreement,

- to be a negotiation party in questions regarding borrowing and loaning out of labour under Appendix A3,
- to deal with working environment questions according to the Working Environment agreement, Appendix K,
- to deal with questions according to the Development agreement,
- to participate in discussions regarding trade union training (courses, trade union representative meetings etc.), scope and arrangement of such training and trade union representative duties and activities according to the Trade union representative agreement (FMÖ), Appendix E,
- to deal with questions about the company's wage payments under § 7 of the Construction Agreement, and
- to be a negotiation party in the planning of the construction holiday in the case that the employer does not want to comply with the local organisation's recommendation regarding planning of the construction holiday according to Appendix I (Special holiday rules).

2.3 Appointment of members and deputy members of CD group or contact representative

The CD group and, where applicable, contact representative shall be appointed in every company at a company level. In addition to this, in the cases stated below, a CD group shall be appointed at a workplace and regional level, depending on the company's organisation, structure or the like.

Members and deputy members in a CD group or contact representative shall be appointed by the trade union concerned among the company's employees, who work within the relevant CD group's or contract representative's field of jurisdiction.

A CD group shall be appointed so that each occupational group in the company is represented to the greatest extent possible. Members of the CD group are appointed among the employees in the company by the local branch concerned.

2.4 Adaptation of CD organisation in event of reorganisations

If the company's organisation, structure etc. are changed, negotiations shall be entered into in order to make essential adaptations of the CD organisation to the new organisation.

2.5 CD questions which concern both Byggnads and SEKO

In the case of negotiation regarding a CD question, which concerns both Byggnads and SEKO members, Byggnads and SEKO shall appoint a joint negotiating group of not more than three (3) members in total from among each association's CD members in the company concerned.

2.6 CD member is a trade union representative in CD questions

The person who is appointed as a member of a CD group or contact representative is thereby as far as CD questions are concerned also appointed as a trade union representative (FFM) under the Trade Union Representatives (Status at the Workplace) Act (FML) and the rules in the Trade union representative agreement (FMÖ). The term workplace constitutes the field of jurisdiction of each CD group or contract representative.

It is not a violation for the employee organisation to also appoint such member as trade union representative for other duties under the Trade Union Representatives Act.

2.7 Information regarding who is a member of the CD group or contact representative and contact

The trade union shall notify companies in writing:

- of who are appointed as members and deputy members of the CD group or as contact representative, and
- if the trade union has decided that the appointment of the member, deputy member or contact representative shall be terminated.

In connection with notification to the company as above, the trade union shall also specify such trade union training, which the member, deputy member or contact representative has already completed within the co-determination area or in the capacity of trade union representative.

The company and the CD group shall each appoint a contact for CD questions and notify the CD group and the company who the contact is.

2.8 Time off and compensation for members of CD group or contact representative

Time off and compensation to members of the CD group or contact representative is governed by the Agreement on application of the Trade union representative agreement (FMÖ), Appendix E, and the Trade Union Representatives Act (FML).

2.9 Term of office

The assignment as a member of the CD group or contact representative applies until further notice, unless the trade union concerned makes another decision. However, the appointment applies at most until the employment ceases or the member moves outside the field of jurisdiction of the CD group/contact representative.

The employer shall, not later than 14 days in advance, or as soon as possible, inform the local trade union concerned that the contact representative or member of the CD group is moving outside the field of jurisdiction.

2.10 Negotiation assistance

The CD group or contact representative has the right to request assistance if necessary in negotiation from the local branch and, following agreement between the company and CD group concerned, members from other CD groups or, if special grounds exist, other worker.

If a company or CD group intends to request assistance from a representative, the company and the CD group should inform the contact concerned of this in advance.

2.11 Board representatives

The member and deputy member on the company's board appointed by the employee organisation concerned has the right to participate when the CD group receives information on a company level.

Time off and compensation for a board representative is governed by item 2.8.

2.12 CD organisation in subsidiary

A parent company may reach a CD agreement which covers the entire group or certain subsidiaries in the group. In the case of subsidiaries which are not covered by such agreement, the rules in this Appendix C apply in full.

2.13 Duty to inform and negotiate when there is no CD group

If a CD group is lacking, is dismissed or resigns without being replaced by a new CD group, the CD group's duties shall be handled by a CD group at the next highest level if such exists. If there is no CD group at a higher level in the company, negotiation shall take place with and information provided to the local branch concerned. However, information under § 19 MBL may be submitted to a trade union representative who is appointed as contact representative.

2.14 Negotiation procedure under § 11 MBL

2.14.1 Local negotiation

Parties: Company and CD group or contact representative concerned with a negotiating mandate, or if such is lacking, the local branch.

Local negotiation shall be started as soon as possible and carried out with the promptness required under the circumstances. Negotiations under Appendix A1 § 27 a should be concluded within ten (10) working days of when the opposing party has received the negotiation request.

2.14.2 Central negotiation

Parties: Company and Byggnads.

A CD group, contact representative or local branch that wishes to call for central negotiation shall notify the company concerned of this as soon as possible and not later than five (5) calendar days after the conclusion of the local negotiation session.

The employee organisation concerned that wishes to call for central negotiation shall request negotiation promptly and within 15 calendar days at the latest after the conclusion of the local negotiation session.

Central negotiation shall begin and be conducted promptly.

3 LOCAL COMPANY

3.1 Dealing with CD questions

CD questions in a local company shall be dealt with at a company level, with the exception of CD questions directly concerning the workplace under item 3.2.3 which may be handled at a workplace level.

3.2 Members and deputy members of CD group and contact representative

3.2.1 Appointment of members and deputy members

A CD group shall be appointed at a company level and may be appointed at a workplace level.

3.2.2 Company level

3.2.2.1 *CD group*

A CD group is composed of the following number of members and deputy members calculated according to the number of workers within the agreement territory concerned.

<i>Number of employees</i>	<i>Number of members</i>	<i>Number of deputy members</i>
12-24	2	1
25-49	3	2
≥ 50	3	3

Deputy members shall join the CD group when an ordinary member is prevented from being present.

3.2.2.2 *Contact representative*

In companies with fewer than twelve (12) employees within the agreement territory concerned, the local branch concerned has the right to appoint one (1) contact representative. The local branch shall establish the authority of the contact representative and notify the company in writing what authority the contact representative has.

3.2.3 Workplace level

A CD group may be appointed at a larger workplace (more than 20 workers employed by the employer), consisting of not more than three (3) members. Such CD group shall only deal with co-determination questions relating to the workplace in question.

3.3 Information

The company's obligation to continually inform the CD group concerned is governed by § 19 MBL. In addition to that, the company shall submit information to the CD group on a yearly basis in connection with the company's annual accounts.

4 REGIONAL COMPANY

4.1 Members and deputy members of CD group

4.1.1 Appointment of members and deputy members

A CD group shall be appointed at a company level and at a workplace level.

4.1.2 Company level

Unless otherwise agreed, the aim is that members in the CD group at a company level should be appointed so that different branch offices or lines of business should be represented in the CD group as far as possible.

An individual deputy member is appointed for each member, who can join the CD group when the ordinary member is prevented from being present.

If a CD group is composed of more than three (3) members, a negotiation group is appointed from among these of not more than three (3) members for negotiation.

The number of members in a CD group at a company level shall be determined by agreement under item 2.1 between the company and the employee organisation concerned.

4.1.3 Workplace level

A CD group shall consist of not more than three (3) members and can represent one or more of the company's workplaces within a determined geographical area, unless otherwise agreed. The number of CD groups can vary depending on the company's organisational structure. A CD group may be established e.g. based on priority area, works manager area or production unit.

At larger workplaces, a CD group may be appointed, consisting of not more than three (3) members. Such CD group shall only deal with co-determination issues relating to the workplace.

4.2 Field of jurisdiction

4.2.1 Company level

CD questions relating to the company's overall operations and which shall not be dealt with at a workplace level.

4.2.2 Workplace level

CD questions which directly concern the agreed production unit or agreed area.

4.3 Information

Unless otherwise agreed between the company and CD group, primary information is submitted to the CD group at a company level on two (2) fixed occasions per year, whereof one shall be planned in connection with the company's annual accounts.

In addition to this, the company's obligations to continually inform the CD group concerned are governed in § 19 MBL.

5 NATIONAL COMPANY

5.1 Members and deputy members of CD group

5.1.1 Appointment of members and deputy members

A CD group shall be appointed at a company level, regional level and workplace level.

5.1.2 Company and regional level

Unless otherwise agreed, members and deputy members in a CD group at a company level shall be appointed so that each region will be represented.

At a regional level, the aim should be that different branch offices or lines of business within the region should be represented in the CD group as far as possible.

Members and deputy members in a CD group at a regional level are appointed from among workers in the company in each region.

For each member at a company and regional level, one (1) individual deputy member is appointed, who shall join the CD group when the ordinary member is prevented from being present.

If a CD group is composed of more than three (3) members, a negotiation group is appointed from among these of not more than three (3) members for negotiation.

The number of members in a CD group at a company level and regional level shall be determined by agreement under item 2.1 between the company and the employee organisation concerned.

5.1.3 Workplace level

The provisions in item 4.1.3 regarding Regional companies also apply for National companies.

5.2 Field of jurisdiction

5.2.1 Company level

CD questions relating to the company's overall operations and which shall not be dealt with at a workplace or regional level.

5.2.2 Regional level

CD questions that shall not be handled at a workplace level and that only concern the region.

5.2.3 Workplace level

CD questions which directly concern the agreed production unit or agreed area.

5.3 Information

Unless otherwise agreed between the company and CD group, primary information is submitted to the CD group at a company level and regional level on two (2) fixed occasions per year, whereof one shall be planned in connection with the company's annual accounts.

In addition to this, the company's obligations to continually inform the CD group concerned are governed in § 19 MBL.

5.4 Trade union contact work

Members in a CD group in connection with the fixed information dates under item 5.3, have the right to use the specified time per occasion in the table for internal trade union work with current wage according to what is determined in the special agreement.

<i>Type of CD group</i>	<i>Number of hours</i>
Member of regional CD group	2-4
Member of CD group at a company level	4-8

5.5 Travel allowance and expenses

Members and contract representatives have the right to travel allowance and compensation for necessary expenses in connection with information meetings and negotiations with representatives of the company. In addition to this, a member/contact representative has the right to travel allowance for necessary expenses if the company and the member have agreed that the member/contact representative shall travel on business in order to perform his/her duties as a CD member/contact representative. Travel allowance and compensation for expenses are awarded according to the rules in force in the company at each point in time, which are applicable to foremen and salaried employees.

The company should reach agreement with each individual member regarding means of conveyance, travel route and travelling time, in which the possibility of the member having rest at night should be considered.

SECTOR AGREEMENT ON RULES OF APPLICATION IN RESPECT OF §§ 38-40 CO-DETERMINATION IN THE WORKPLACE ACT (1976:580) (MBL)

1 AIM AND SCOPE

1.1 Common values

The parties agree that it is important

to promote genuine entrepreneurship in various ways within the construction sector,

that there is fair and healthy competition between companies in the sector, which is a requirement for achieving genuine entrepreneurship, and

that all parties within the construction industry actively encourage companies within the scope of the Construction Agreement to conduct their operations in a manner which does not imply disregard for the law and collective agreements or established industry practice.

The basis for assessment of whether a subcontractor or staffing company is genuine or not, is stated in § 39 MBL as well as in preparatory work and legal practice.

1.2 Scope

The terms and conditions in this Appendix D are applicable when using the services of:

- a) subcontractors and staffing companies that are members of BI (item 3),
- b) subcontractors that are members of the Association of Swedish Earth Moving Contractors (ME) (item 4),
- c) subcontractors and staffing companies that are bound by the Construction Agreement via local side collective agreements with Byggnads (item 4),
- d) Machine centres that have entered into agreements with the local branch according to item 7.1 (items 4 and 7).

When using the services of subcontractors of staffing companies that do not come under items a)-d) above, the rules in §§ 38-40 MBL apply in accordance with what is stated in item 5.

Qualification to 1.2

Companies that have signed the collective agreement for posted workers in the construction sector with Byggnads are not covered by this appendix. In the event of using companies that have signed Posting agreements with Byggnads in accordance with the Swedish Posting of Workers Act (1999:678), negotiation shall thus always occur according to item 5.

1.3 Alternative for fulfilment of duty to negotiate

The following terms and conditions imply that there are three different ways to fulfil the duty to negotiate when using the services of subcontractors or staffing companies:

- 1) The rules in item 3.
- 2) The rules in item 4.
- 3) The rules in §§ 38-40 MBL in accordance with what is stated in item 5.

1.4 Use of staffing company in the case of right of priority to re-employment

Appendix A6 contains special terms and conditions regarding negotiation in the case of using a staffing company when there are previous employees with right of priority to re-employment.

2 LOCAL BRANCH WHICH DEALS WITH QUESTIONS REGARDING SUBCONTRACTORS AND STAFFING COMPANIES

An employer shall always fulfil its obligations towards the local branch where the company has its head office.

Byggnads can inform employers in writing that have nationwide or regional operations about which local branch shall handle all the com-

pany's questions regarding the use of subcontractors and staffing companies under this Appendix D.

3 USE OF COMPANIES THAT ARE MEMBERS OF BI

3.1 Primary duty to negotiate

The employer has no duty to primary negotiate under § 38 MBL in the case of distribution of work within the scope of the Construction Agreement to subcontractors or staffing companies that are members of BI according to item 1.2 a).

3.2 Procedure if there are grounds for deploying veto

If the local branch considers that there are reasons for deploying veto under § 39 MBL, in respect of a subcontractor or staffing company that is a member of BI, the local branch concerned shall notify the local BI office concerned of this stating the reasons for deploying veto. BI's local office shall then immediately request negotiation with the local branch.

If the local negotiation ends in disagreement, Byggnads can notify the local BI office concerned in writing that Byggnads would have considered exercising its right of veto under § 39 MBL if this had been possible. If this happens, BI's local office shall notify other member companies within the concerned local office's area of operation that employers which intend to use the services of the subcontractor or staffing company concerned shall primary negotiate with the local branch in question under § 38 MBL and in that case, observe the rules in §§ 39-40 MBL, see item 5.

4 USE OF SUBCONTRACTORS OR STAFFING COMPANIES THAT ARE NOT MEMBERS OF BI

4.1 Control of subcontractors and staffing companies

Employers shall check that the subcontractors and staffing companies used fulfil the following conditions:

- a) Approved for Swedish corporate taxation by the Swedish Tax Agency
- b) Registered for VAT
- c) Certificate of incorporation
- d) Collective agreement for the work in question. Staffing companies shall be bound by the Construction Agreement. The collective agreement requirement does not apply for so-called “one-man firms”
- e) There are no definite overdue debts for wages or other compensation

In addition to this, when using the services of contractor equipment companies and when such companies are arranged by a Machine centre under item 6, there is an obligation to check that the subcontractor and staffing company used fulfils the following conditions:

- f) That the machinery and equipment complies with what is prescribed in applicable laws and regulations
- g) That there is valid business insurance incorporating liability insurance
- h) That machine operators have occupational certificate/training manual for the machine in question

4.2 **Information regarding subcontractors or staffing companies used**

The first time that a subcontractor or staffing company is used, the employer shall inform the local branch concerned regarding the following information about the subcontractors or staffing company:

- a) Corporate identity number
- b) Complete name and address
- c) Telephone number, possible fax number and e-mail address
- d) Applicable collective agreement (area of operation) Consequently, there is no duty to inform the next time that the subcontractor or staffing company is used by the employer.

4.3 List of subcontractors or staffing companies used

The employer shall keep a list of which subcontractors and staffing companies are used by the company. The employer and local branch concerned shall revise and update the list once per year in a manner to be determined between the employer and local branch concerned. During such review, the local branch has the right on request to obtain a copy of the documents in item 4.1 e)-g).

Subcontractors or staffing companies that are members of BI do not need to be included in the list.

4.4 Removal from list in event of veto

If the local branch considers that there are grounds to deploy veto under § 39 MBL, the local branch concerned has the right to demand that the employer remove the subcontractor or staffing company from the list. The local branch shall inform the employer in writing that there are grounds for deploying the veto in respect of the stated subcontractor or stated staffing company and the reasons for this. A copy of the official letter shall be sent concurrently to the local BI office, subcontractor or staffing company concerned.

If the local branch demands removal of a subcontractor or staffing company from the list, BI's local office concerned shall immediately request negotiation with the local branch concerned.

If the local negotiation ends in disagreement, Byggnads can notify the local BI office concerned in writing that Byggnads would have considered exercising its right of veto under § 39 MBL if this had been possible.

If the employer subsequently intends to use the services of the subcontractor or staffing company concerned, the employer shall primary negotiate with the local branch concerned under § 38 MBL and in that case observe the rules in §§ 39-40 MBL, see item 5.

4.5 Conditions for approval of subcontractor or staffing company

If the local branch considers that there are grounds for deploying veto under § 39 MBL, the local branch has the right to demand that

the subcontractor or staffing company fulfils conditions which ensure that the subcontractor/staffing company is genuine in order to approve the subcontractor or staffing company after all.

4.6 Revocation of construction contract or hiring agreement

If the employer has reached agreement with the subcontractor or the staffing company before the local branch states that there are grounds for deploying veto and the local branch demands that the construction contract be revoked, the matter shall be referred for central negotiation. If Byggnads states during the central negotiation that it would have exercised its right of veto if the agreement had not been entered into, the employer is obliged on the request of Byggnads to revoke the agreement with immediate effect.

5 PRIMARY NEGOTIATION IN OTHER CASES

If the employer intends to use the services of subcontractors or staffing companies that are not covered by this Appendix D or when it is specially prescribed in Appendix D, the employer shall primary negotiate with the local branch concerned under § 38 MBL. The rules in §§ 38-40 MBL shall be applied in that case.

6 CONTRACTOR CHAINS AND MAIN CONTRACTOR RESPONSIBILITY

The main contractor under the provisions of this Appendix D is the first employer bound by the Construction Agreement under the builder.

An employer who uses the services of a subcontractor in accordance with the provisions in items 3 and 4 shall ensure that the retained subcontractor undertakes to comply with the provisions of this Appendix D, if the subcontractor in turn uses the services of a subcontractor.

An employer that is a subcontractor shall report to its client what subcontractor the employer has used. The employer shall also forward reports to the client that they have received from a subcontractor, which was used in turn by them.

The party that is the main contractor according to the above shall compile the reports and prepare a list of what subcontractors they have used in the workplace and what subcontractors these parties have in turn used in the workplace (subcontractor list).

A Byggnads Region, for the purpose of ensuring compliance with Appendix D, is entitled to receive the complete subcontractor list, according to the fourth paragraph. The companies that do not operate under the scope of the Construction Agreement shall be noted but do not need to be named, however. A Byggnads Region is entitled to be able to see the list at the main contractor in connection with a workplace visit not later than four working days after when a written request was received by the responsible production manager of the main contractor at the workplace. In connection with the Byggnads region receiving the subcontractor list in connection with a workplace visit as above, the employer shall hand over a print-out of the subcontractors list or decide on another suitable way of passing on the subcontractor list. The Byggnads region shall treat this information confidentially.

When a negotiation on a dispute has arisen under Section 35 MBL and it becomes apparent that an employer does not have a collective agreement according to this appendix or refuses negotiation or fails to fulfil its responsibility to keep available such review documentation which is required in order to be able to assess whether workers have received the correct wage and compensation (§ 3 item 10.2), the Byggnads region can request to the main contractor that the dispute should be the object of deliberations and investigation.

The deliberations and the investigation, which should be conducted without delay, shall aim to clarify the dispute.

The main contractor and Byggnads, where appropriate, shall actively work to help obtain redress from the employer concerned.

If the dispute is not resolved and it concerns a workplace where a member company of BI is a main contractor, Byggnads can call for a hearing of the dispute within 30 days by a special board, the OFC board (Order and Fair Competition Board). The board is composed of a representative from the Swedish Construction Federation and a representative from Byggnads as well as an impartial chairman appointed

by the parties together. The proceedings in the board shall be recorded in writing, be conducted without delay and concluded with a decision in which the board determines whether liability to pay exists for an employer or not. The claim which has been the subject of the board's decision shall be deemed to be finally settled between the parties.

In the case that the OFC Board finds that a liability to pay exists, the liability shall be discharged without delay through the OFC fund established by the Swedish Construction Federation. After such payment, a right of recourse can be claimed in relation to the employer who according to the OFC Board's decision has a liability to pay or in relation to an employer that has breached its obligations in some other way under this appendix or its liability to pay by law.

The OFC Board in its investigation of claims for wages and other remuneration, in those cases where the claims are not undisputed or the employer with the liability to pay is not bound by collective agreement with Byggnads, shall calculate and determine the liability to pay with regard to wages according to weekly working hours of 40 hours and hourly wages as if Section 3 item 9.2 for skilled workers would be applicable. The liability to pay can relate to not more than 12 weeks.

7 ARRANGEMENT OF MACHINE COMPANIES VIA MACHINE-/ HAULIERS CENTRE OR COMPANY (MACHINE CENTRE)

7.1 Agreement on application of Appendix D

Machine centres that wish that this Appendix D should be applied during arrangement of machinery contractors, shall reach agreement with the local branch concerned about this. The Machine centre shall subsequently be considered a subcontractor under this Appendix D.

7.2 Duty to inform in relation to local branch

A Machine centre shall provide a list to the local branch of affiliated members and other machinery contractors that they intend to arrange. It is incumbent on the Machine centre to ensure that the conditions in item 4 are fulfilled.

A Machine centre shall send a list to the local branch concerned every quarter of companies arranged and their hours during the previous quarter.

7.3 Duty to inform in relation to the purchaser (hiring contractor)

The Machine centre shall provide a copy of the list to the purchaser of machinery arranged and the agreement with the local branch. The purchaser may subsequently make use of the list specifying the machinery contractors arranged by the Machine centre without taking any further measures.

AGREEMENT ON APPLICATION OF TRADE UNION REPRESENTATIVES (STATUS AT THE WORKPLACE) ACT (FMÖ)

1 TRADE UNION REPRESENTATIVE AGREEMENT (FMÖ)/TRADE UNION REPRESENTATIVES (STATUS AT THE WORKPLACE) ACT (FML)

The rules concerning a trade union representative's status at the workplace are found in the Trade Union Representatives (Status at the Workplace) Act (1974:358) (FML). The terms and conditions in this Appendix E (FMÖ) supplement the terms and conditions in FML.

2 APPOINTMENT OF TRADE UNION REPRESENTATIVE AND INFORMATION ABOUT AUTHORITY

The Byggnads region shall inform the employer in writing about who has been appointed as a trade union representative and at the same time define exactly the trade union representative's trade union duties at the workplace. The Byggnads region shall also inform the employer in writing if the trade union representative at the workplace is delegated an increased mandate by authority and the scope of this mandate.

3 THE TERM "WORKPLACE" (§ 1 FIRST PARAGRAPH FML)

In a company, whose operations are characterised by many short-term workplaces, agreement on the meaning of the term "workplace" should be reached between the employer and the local branch. Agreed priority areas under Appendix A1 § 21 (Agreement on Employment Protection) should be guiding, provided that no other division is required on account of the company's organisational structure.

4 DETERMINATION OF DUTIES, ACTIVITIES AND TRAINING NEEDS

The employer, CD group and local branch concerned, shall clarify the duties, activities and training needs of each trade union representative, upon the request of a party during discussions.

5 MAIN CONTRACTOR (§ 1 FML)

Trade union representatives, who are appointed at a new construction workplace by the main contractor or equivalent, should also exercise their day-to-day union duties under item 7.1 at the workplace in relation to workers of the subcontractor who are bound by the Construction Agreement.

6 ACCESS TO STORAGE SPACE ETC. (§ 3 FML)

Under § 3 FML, a trade union representative shall have the possibility to store documents that are needed for the trade union assignment in a suitable lockable storage space. If required, in view of the company's size and the nature and scope of the trade union assignment, the trade union representative should also be given access to a suitable room where meetings or discussions may take place.

To the extent required for the trade union assignment, the trade union representative should have access to technical resources.

7 EXTENT AND PLANNING OF TIME OFF

7.1 Standard time for day-to-day trade union duties (§ 6 FML)

Trade union representatives have the right to paid time off for day-to-day union duties according to what is shown in the table below, so-called standard time, unless another agreement is reached. Day-to-day union duties mainly refers to such information and advisory activities relating to such union questions, that may be performed during short breaks in the work etc. and that give entitlement to paid time off under FML. The extent of the standard time depends on how many employed workers the employer has at the workplace.

<i>Number of workers employed at workplace concerned</i>	<i>Standard time per week</i>
5–10	1.0 hour
11–20	2.0 hours
21–30	2.5 hours
31–40	3.0 hours
41–50	4.0 hours
51–75	4.5 hours
76–100	5.5 hours

At workplaces with less than five or more than 100 employed workers, and at workplaces of large geographical dimensions (independent of the number of employees), agreement should be reached.

If the trade union representative at the main contractor also performs day-to-day union duties at the workplace in relation to workers of the subcontractor under item 5, half of the subcontractor's workers at the workplace are included in determination of the standard time of the trade union representative at the main contractor. This shall be considered in determination of standard time of the trade union representative at the subcontractor concerned.

Compensation for standard time is awarded per wage period without consideration of the actual time required for such duties. The trade union representative, considering the production requirements at the workplace, has the right to himself determine when day-to-day union duties should be performed.

If the trade union representative performs day-to-day union work during breaks, the representative has the right to extend the break time by the equivalent amount of time.

If the trade union representative wants to plan a certain part of the day-to-day union work outside of regular working hours, the representative shall report to the employer how much of the work is performed outside of regular working hours. Such time shall be deducted from the standard time and compensation shall not be awarded for inconvenient working hours or overtime. However, if an agreement on such planning is reached on the express request of the employer,

compensation where applicable shall be awarded for inconvenient working hours and overtime under § 2 items 5 and 6 of the Construction Agreement.

7.2 Extent and planning of time off other than for day-to-day trade union duties

The extent and planning of other time off than time off for performance of day-to-day union duties under item 7.1 is determined following agreement between the employer and the trade union representative or - when agreement is lacking – after discussions between the employer and the local branch.

8 TRADE UNION TRAINING

8.1 Definition

Trade union training refers to training in the form of courses, meetings with representatives and conferences etc. that come within FML.

8.2 Information and discussion regarding trade union training

8.2.1 Central duty to inform

Byggnads shall call BI to an information meeting in order to inform BI about centrally conceived training for trade union representatives before the training begins. Byggnads shall, inter alia, inform BI about the purpose of the training, its content, estimated time required and when the training is expected to take place. BI shall, in an appropriate manner, forward such information to BI's local organisation and the member company concerned. BI shall also inform if the training gives entitlement to compensation under FML. Byggnads, on the request of BI, shall present training material for the training.

8.2.2 Local duty to inform

The local branch shall call the local office concerned within BI to an information meeting in order to inform BI's local office about locally conceived training for trade union representatives before the training begins. The local branch shall, inter alia, inform the local BI office

about the purpose of the training, its content, estimated time required and when the training is expected to take place. BI's local office concerned shall in an appropriate manner forward such information to the member company concerned. BI's local office shall also inform if the training gives entitlement to compensation under FML. The local branch on the request of BI's local office, shall present training material for the training.

8.2.3 Discussion with the employer

The extent and planning of necessary paid trade union representative training shall be determined for trade union representatives in discussions between the employer, CD group and local branch concerned. Such discussion shall take place on the request of a party.

8.3 Regarding participation in trade union courses

8.3.1 Participation and request for time off

Not more than one trade union representative should be called at the same time to the same trade union course, unless it is obvious that this can occur without risk of production disruptions considering the size of the workplace.

Request for time off for trade union courses shall be made by the trade union representative concerned to the employer at least 14 days before the start of the course.

8.3.2 Certificate

In connection with a trade union representative requesting compensation for a trade union course, a certificate that the representative has participated in the course should be provided to the employer. The certificate should also show how many hours of attendance have given the right to compensation.

9 COMPENSATION TO TRADE UNION REPRESENTATIVE (§ 7 FML)

9.1 Compensation under FML (Trade Union Representative Act)

Compensation shall be awarded as follows, for time that qualifies for compensation under FML:

- a) Workers, who are part of a performance pay team or have performance pay alone, retain existing wage terms and conditions. The payment is settled individually through parallel time compensation under § 3 item 6.3 of the Construction Agreement concurrently with settlement of the performance pay.
- b) Workers who have time wages retain applicable time wages.

In respect of compensation for inconvenient working hours and overtime, see item 7.1 final paragraph.

In those cases where a trade union representative with special authority represents the Byggnads region in a deliberation or negotiation at the workplace where the trade union representative works, compensation shall be paid to the trade union representative under item a or b.

In those cases where a trade union representative with special authority after agreement with the employer, represents the Byggnads region in a deliberation or negotiation at another workplace than the workplace where the trade union representative works, compensation shall be paid to the trade union representative under item a or b.

9.2 Compensation for travelling time and travel expenses

Trade union representatives who attend trade union training during working hours and receive compensation under item 9.1 have no right to travel allowance, daily allowance for expenses or travel expenses allowance.

If the employer and the trade union representative have agreed that the representative shall travel in connection with trade union work which gives entitlement to paid time off under FML, the representative has the right to compensation for lost earnings during regular working

hours under item 9.1 a) and b) as well as the actual travel expense. If the employer and representative agree that travel should take place using the representative's private car, compensation shall be awarded in accordance with § 6 item 4.3 of the Construction Agreement.

10 TERMINATION OF EMPLOYMENT ETC. (§§ 5 AND 8 FML)

An employer shall inform the local branch in writing at least two (2) weeks in advance:

- if a question arises that the trade union representative's employment shall terminate after notice from the employer, or
- about change of trade union representative's working conditions or terms of employment which do not constitute a normal part of the representative's work.

If the local branch wishes to call for discussion on the matter, the request for discussion shall be presented within one (1) week of when the information was provided to the local branch.

In other respects, questions concerning the termination of employment are handled according to the terms and conditions in Appendix A1.

11 PREFERENTIAL RIGHT OF INTERPRETATION (§ 9 FML)

Byggnads has the right to use preferential right of interpretation under § 9 first paragraph FML in circumstances prescribed by law. The right to use preferential right of interpretation may be delegated by decision to the local branch concerned. If the right to use preferential right of interpretation is delegated to the local branch, Byggnads shall inform BI of this in writing.

AGREEMENT REGARDING THE STUDY LEAVE ACT

The provision set out below replaces § 3 first paragraph of the Study Leave Act (1974:981).

Workers who have been employed by the employer for the past four (4) months and have worked in the sector for at least twelve (12) months in total during the past two (2) years have the right to time off for training.

The period of employment also includes the total time in respect of a number of consecutive positions for certain work at the same employer.

AGREEMENT ON PERSONAL STORAGE SPACE AT WORKPLACES

1 INTRODUCTION

The requirements of the Swedish Work Environment Authority regarding personal storage space are set out in the directive AFS 2009:2 “Design of the workplace”. Parts of the directives are supplemented with this agreement reached between BI and Byggnads regarding the standard that shall apply for personal storage space at workplaces in the building and construction sector. The functional standard is set out below which applies for cabins, trailers and personal storage space arranged in existing premises.

2 STANDARD OF CABINS AND TRAILERS

2.1 General requirements

2.1.1 Cabins

At least 3.4 m² per person (not including toilet).

At least 2.4 metres floor-to-ceiling height.

Notice-board for information.

2.1.2 Trailers

At least 3.0 m² per person (not including toilet).

At least 2.2 metres floor-to-ceiling height, however, a lower floor-to-ceiling height is accepted in personal storage space in combi trailers.

2.2 Dining area

Table with breadth across the shoulders of 80 cm per person (table width 70 cm). Chairs with backrest.

Heating device for food (can be a microwave oven). Refrigerator.

Hooks for hanging up bags.

2.3 Changing room

At least 30 cm breadth lockable locker and a 30 cm breadth compartment/locker per person for hanging up working clothes.

The compartment and locker shall have a depth of at least 50 cm.

A bench for sitting on of 30 cm depth should be in front of locker/compartment. Lockable drying space, drying cabinet or equivalent drying device with capacity to dry clothes and shoes by the next working day.

2.4 Washroom

A washing tap for each group of four people or part of that group starting. Shower with screening.

2.5 Other

When personal storage space is arranged in existing premises, the equivalent standard shall apply as for cabins. If as a consequence of this, the floor-to-ceiling height is lower than 2.4 metres, this is accepted.

If departures are required in other respects, an agreement shall be reached between employer and CD group concerned. If there is no CD organisation, the local branch is a party.

3 CLEANING, MATERIAL ETC.

Daily cleaning and in addition to this, thorough cleaning of the personal storage space shall take place once every week.

There should be paper towels in the washing area.

4 ELECTRICITY OR GAS

At workplaces, where cabins and trailers cannot be connected to the electric mains, liquefied petroleum gas devices or equivalent devices for heating, drying of clothes, water heating and lighting are provided.

5 SHOWER IN TRAILERS

5.1 Rules up to and including 31 December 2014

For short-term and variable work as well as at workplaces, where trailers cannot be connected to the water and sewage network, a shower appliance may be impossible. However, good hygienic standard of equipment shall also be strived for in respect of these jobs and workplaces.

5.2 Rules from and including 1 January 2015

If the work makes workers dirty or induces perspiration, there should be access to shower. However, the shower requirement does not apply if under the circumstances, it is not reasonable to provide one.

6 TOILET

Water toilets or modern earth closets shall be installed in an appropriate manner at the workplace.

7 BOOT AND SHOE CLEANER

A boot and shoe cleaner shall be arranged in connection with the entrance to cabins or cabin establishments. If it is not possible to arrange boot and shoe cleaning at the trailer, there should be a boot scraper in each case.

VOCATIONAL TRAINING AGREEMENT

The vocational training agreement is subject to review and is therefore found in an offprint.

SPECIAL HOLIDAY RULES

1 HOLIDAY PAY AND HOLIDAY ALLOWANCE

1.1 Hourly-paid

Holiday pay and holiday allowance amount to 13.0 per cent of the wage qualifying for holiday pay.

1.2 Monthly-paid

1.2.1 Holiday pay

The holiday pay is composed of the current monthly wage at the time of the holiday leave in addition to holiday increment and 13 per cent of the total overtime and other wage increments during the earning year.

Holiday increment for each paid day of holiday represents 0.8 per cent of the current monthly wage at the time of the holiday.

1.2.2 Holiday allowance

In connection with termination of the employment, holiday allowance is calculated as 4.6 per cent of the current monthly wage per unclaimed day of holiday in addition to holiday increment. The holiday allowance for saved days of holiday is calculated as if the saved day was claimed during the holiday year the employment ceased.

1.2.3 Altered degree of employment

If the worker had a different degree of employment during the earning year than at the time of the holiday, holiday pay and holiday increment shall be calculated as follows:

Current monthly wage x (average degree of employment during the earning year/degree of employment at the time of the holiday)

If the degree of employment has altered during current calendar month, the degree of employment that applied for most calendar days in the month shall be used in the calculation.

1.3 Unpaid holiday

1.3.1 Hourly-paid

No compensation is payable in respect of the time the worker claims unpaid holiday.

1.3.2 Monthly-paid

For each unpaid day of holiday claimed, a deduction is made from the worker's current monthly wage of 4.6 per cent of the monthly wage.

1.4 Payment of holiday pay

Holiday pay is paid out to the worker in connection with the holiday. This means, provided no other agreement is reached between the employer and the worker, that holiday pay is paid out by the same process as regular wages and on regular payment dates.

2 PLANNING OF HOLIDAY LEAVE

2.1 Planning of the construction holiday

2.1.1 Holiday period and holiday right

Under the Annual Leave Act (1977:480) holiday leave shall be planned so that the worker regularly gets a period of leave of at least four (4) weeks between June and August (the construction holiday). However, if there are special reasons, the construction holiday shall be arranged during a different period.

At the time of entering into the contract of employment, workers are obliged to declare their holiday right if requested by the employer.

2.1.2 Collective local recommendation regarding the construction holiday

BI's local office and the local branch concerned may reach agreement on a common recommendation regarding planning of the construction holiday for a certain location or region. Companies that follow such recommendation have no obligation to negotiate about planning of the construction holiday.

2.1.3 Agreement on other planning of the construction holiday

BI's local office and the local branch concerned may reach agreement that a certain company may plan the construction holiday during a different part of the year than June-August, divide up the construction holiday in several periods or plan a smaller part of the construction holiday during certain specific days.

2.1.4 Negotiation on planning of the holiday

If planning of the construction holiday does not take place in accordance with local recommendation under item 2.1.2, and the parties have not reached agreement on different construction holiday planning under 2.1.3, the employer shall primary negotiate the holiday planning under § 11 of the Co-determination in the Workplace Act (1976:580). If the planning concerns a number of workplaces within a priority area, the negotiation shall take place with the CD group concerned. If there is no CD group or the area is larger than a priority area, negotiation shall take place with the local branch. If the worker does not belong to a trade union or if the employee organisation entitled to negotiate does not wish to negotiate, the employer shall consult with the worker regarding planning of the time off.

2.2 Planning of days of holiday over and above the construction holiday

2.2.1 Consultation

2.2.1.1 Generally

When planning days of holiday over and above the construction holiday, the employer shall as far as possible consider both the individual wishes of workers and requirements related to production.

With regard to wishes of work instead of unpaid holiday leave see item 2.3.

2.2.1.2 Planning of holiday in respect of individual worker

When planning days of holiday over and above the construction holiday, the employer shall consult with the worker concerned in such good time that he/she has a reasonable time to advise the employer of

his/her personal wishes. Consultation should take place as soon as the individual worker's right to holiday leave becomes clear.

2.2.1.3 *Joint planning of holiday in respect of a number of workers*

Employers that want to collectively arrange days of holiday over and above the construction holiday for one or more workplaces shall consult with the workers concerned about planning of the holiday according to item 2.2.1.2. During this consultation, the employer shall propose at least two different alternatives for planning of the days of holiday.

If workers do not have the right to holiday leave with compensation in the case of standard holiday planning, the employer, if it is reasonable and possible, shall try to prepare work for the workers concerned during such period.

What is stated in items 2.2.1 and 2.2.2 may not in any case violate the worker's right to save holidays under the Annual Leave Act.

2.2.1.4 *Implementation of the duty to consult*

Consultation under items 2.2.1.1 and 2.2.1.2 can take place through use of "*Formulär för samråd angående förläggningen av semesterdagar utöver byggsemestern*" (Eng: *Form for consultation regarding the planning of days of holidays over and above the construction holiday*) which is produced by BI and Byggnads.

Consultation does not need to take place if negotiation has been conducted with the trade union of the worker concerned under item 2.2.2.

2.2.2 **Standard planning of days of holiday over and above the construction holiday after negotiation with the local branch concerned**

Employers that want to collectively arrange days of holiday over and above the construction holiday for one or more workplaces can request negotiation with the local branch concerned about this.

The employer's duty to negotiate and consult has been fulfilled when negotiation has been entered into between the local parties, regardless of whether or not the parties can agree on the planning of the

days of holiday concerned during the negotiation. Reaching agreement on how days of holiday should be planned does not prevent individual workers from presenting their individual wishes regarding the planning of the days of holiday concerned.

If the local branch does not want to participate in negotiation, the employer's duty to consult remains in relation to the worker concerned under items 2.2.1 and 2.2.2.

2.3 Work, unpaid holiday or temporary dismissal

For workers who are not entitled to a sufficient number of paid days of holiday for the time off during the holiday close down in connection with the main holiday (construction holiday), the following applies:

On request, the worker concerned is obliged to provide information to the employer regarding how many days the worker wishes to obtain as holiday leave which does not involve holiday pay or refrain from such time off.

Information shall be provided not later than three (3) weeks after the worker has become aware of how many days of holiday without pay the worker has or is estimated to have the right to.

If the worker concerned does not provide information within the prescribed time, the worker is deemed to have accepted to be off without compensation during the holiday period.

If the worker concerned has notified the employer within the period prescribed above that the worker wants to work, but despite this, has not been assigned any work, the worker is deemed to be temporarily dismissed for that part of the holiday close down, during which time the worker is not entitled to time off with holiday pay. The worker is thereby entitled to compensation under § 5 of the Construction Agreement or Appendix A1 entry in the minutes 1 to § 20.

If the employer arranges the main holiday for the worker concerned without obtaining knowledge of the worker's wishes or notwithstanding that the worker has declared a willingness to work during the holiday, the worker has the right to refrain from time off even if it has been arranged. If the employer cannot provide the worker with work,

the worker is deemed to be temporarily dismissed for that part of the holiday close down, during which the worker is not entitled to time off with holiday pay.

If a worker is employed after the employer has obtained knowledge about whether the other workers concerned at the workplace want to work or claim unpaid holiday, the question regarding time off should normally be determined at the time of employment.

2.4 Information about holiday planning

An employer shall inform the workers concerned about the planning of holiday leave if possible eight (8) weeks before, however, no later than four (4) weeks before the start of the holiday.

AGREEMENT ON SPECIAL MEASURES FOR WORKERS SUBJECTED TO ASBESTOS EXPOSURE

SAF, LO and PTK reached an agreement on 22 October 1987 on special measures for workers subjected to asbestos exposure. The parties in connection with this agreement have agreed that workers who undergo examination under items 2-4 of the agreement shall receive current wages (§ 3 item 6.2 of the Construction Agreement) and compensation for the cost of the examination and travel expenses in connection with examinations, which are not compensated by the national insurance.

The worker by means of a certificate etc. shall show that a right to compensation exists.

Compensation for travel expenses is awarded for the cheapest ordinary means of conveyance or following agreement with mileage allowance under § 6 item 1 of the Construction Agreement.

WORKING ENVIRONMENT AGREEMENT

1 COMMON BASIS AND GOALS

Companies in the construction sector have many common working environment issues, among other things, owing to production engineering, organisation of work and changing workplaces. Different occupational groups and several employers are often active at the workplaces, which imposes strict demands in respect of co-ordination. Technological development within the construction sector also means constantly changing working environment requirements.

BI's and Byggnads' common goals with this agreement, based on an overall view of the working environment in the construction sector, are to contribute to:

- reducing work-related ill-health, and
- strengthening and developing the co-operation between employers and workers in companies.

The employer is responsible for systematically planning, leading and controlling the working environment work in production, under the Working Environment Act and under the Swedish Work Environment Authority's directives on systematic working environment work.

2 THE CONSTRUCTION INDUSTRY'S CENTRAL WORKING ENVIRONMENTAL COUNCIL

In light of the parties' common goals, the parties have established a consultative and joint committee on working environment issues, the Construction industry's central environment council (BCA). BCA's primary task is to handle common overall sector working environment questions, according to a special agreement. BCA's duties include:

- approving training plans and training material for the safety representative,
- preparing proposals for common party information efforts, and
- deciding on investigations and research efforts within the working environment field.

BCA may study the results of medical examinations and other relevant documentation in order to implement research efforts and surveys etc. decided upon by the parties.

3 CO-OPERATION IN COMPANIES

3.1 Working environment activities and overall responsibility

The employer is responsible by law and under this agreement for a safe and satisfactory working environment. Among other things, this means that the employer shall organise and plan the work so that workers are not subject to physical or mental stress, which can lead to ill health or accidents.

The need for working environment and rehabilitation activities varies between different companies depending on the company's size, type of operations and organisation.

The management has the overall responsibility for working environment adaptation and rehabilitation questions. Co-operation should take place on overall working environment adaptation and rehabilitation questions with the CD member who has been entrusted with the task of dealing with working environment questions.

3.2 Handling of working environment questions in the company

Working environment questions shall be handled in accordance with the rules on customised CD organisation which apply in each company. Co-operation should take place with the CD member who has been entrusted with the task of dealing with working environment questions in the CD group at various levels in the company as follows, or according to special agreement on customised CD organisation (Appendix C item 2.1):

<i>Workplace level*</i>	<i>Working environment questions which directly concern the agreed unit or areas such as plans of action.</i>
<i>Company level</i>	Working environment questions of an overall company nature.
<i>Group level</i>	Working environment questions of an overall company nature.

**Workplace level in National and Regional companies refers, for example, to works manager area, priority area or production unit. Working environment questions at individual workplaces are handled in accordance with Chapter 6 of the Working Environment Act (1977:1160).*

3.3 Information about responsible officers and contact

Byggnads shall inform the employer of which member in each CD group shall deal with working environment questions.

The employer shall inform each CD group of who is the employer's contact in working environment questions.

3.4 Deliberation on work environment questions

If the safety representative, CD group/contact representative, or if such is lacking, the Byggnads region concerned, considers that the employer has not fulfilled its obligations under item 3.1 first paragraph, this should be promptly reported to the employer.

The employer shall confer as soon as possible with the safety representative, CD group/contact representative or, if such is lacking, with the Byggnads region concerned about the measures that shall be taken. Minutes should be prepared of the deliberations and verified by the parties. If agreement cannot be reached in the deliberations, the parties, within 5 days (5) at the latest from the date the deliberations concluded, shall together apply to the Swedish Work Environment Authority's supervisory office in the district for a final ruling on the issue.

Failure to comply with the duty to deliberate according to the second paragraph above, or not to implement measures jointly decided upon at such deliberations or pursuant to a final ruling of the Swedish Work Environment Authority, constitutes a breach of the collective agreement. If the employer has been subjected to a penalty or other sanction under the Work Environment Act on account of such a failure, general damages shall not be payable.

4 OCCUPATIONAL HEALTH SERVICE

4.1 Description of operations

The occupational health service shall be based on an overall view of working environment activities and cover questions concerning working environment, organisation of work and working life rehabilitation. The occupational health service shall essentially work pre-emptively

and constitute an expert function within areas such as working environment and working life oriented rehabilitation.

The occupational health service shall be guided by demand.

4.2 Definition

Occupational health service means that the activities:

- are conducted within the areas working environment and working life-oriented rehabilitation,
- is an independent resource guided by demand,
- can identify and describe the connection between working environment, productivity and health, and
- contribute to implementation of measures which promote the health of workers.

4.3 Agreement on occupational health service etc.

An employer shall enter into an agreement with a company that provides occupational health service or carry on own occupational health service or pursue a combination of these alternatives.

4.4 Medical examination

A medical examination shall take place at least every third year and if necessary include an individual action plan. Medical examination refers e.g. to medical examination or creation of health profile with a fitness test.

Workers who have turned 50 have the right to a medical examination once every year.

The result of medical examinations at a group level and any proposed measures should be reported to the employer.

Newly employed workers, who have not undergone a medical examination during the past three (3) years, should undergo a medical examination within six (6) months from the start of the employment.

5 WORKING ENVIRONMENT TRAINING

5.1 Aim

The aim of the training is to raise the level of knowledge about working environment questions and create opportunities for regular improvements of the working environment in companies.

5.2 Basic training

5.2.1 Target group, content and scope

The basic training is intended for safety representatives, members of safety committee and foremen. Safety representatives and members of safety committees have the right to participate in basic training.

The jointly arranged basic training shall henceforth consist of eight (8) days and shall be conducted as joint, locally arranged training. The content and scope of this training is determined by the Construction Industry's Central Working Environment Council (BCA), unless Byggnads and the employer have reached an agreement that the content of the safety representative training shall be determined and implementation of the training shall occur jointly in the company.

Byggnads is the training provider and has exclusive control over a further four (4) training days for safety representatives and members of safety committees appointed by Byggnads.

Safety representatives and members of safety committees appointed by Byggnads also have the right with retained fringe benefits to participate in annual safety representative meetings, which are arranged by the Byggnads region during five (5) hours per year including any travelling time.

This appendix K does not restrict the trade unions' rights under the Trade Union Representatives Act.

5.2.2 Training plan

The basic training shall be carried out according to a four-year training plan.

In addition to this, the four (4) training days that Byggnads has exclusive control over shall be planned as two (2) plus two (2) days, preferably during the first two (2) years of the training.

5.2.3 Planning and execution of working environment training

The jointly arranged basic training and other working environment training shall be carried out as jointly arranged local training. The training can be carried out internally within the company or using special course organisers, e.g. educational association or occupational health service.

5.2.4 Trainer (Instructor)

Trainers should have undergone teacher training, have broad competence within the working environment field and be able to lead the training in the manner prescribed in the training plan.

5.3 Supplementary training

Supplementary training is intended in the first place for workers specified in item 5.2.1 and shall provide special skills within the working environment field. The training shall be subject to a means test and be aimed at creating conditions for the worker to meet the working environment requirements that apply for the position.

Supplementary training can e.g. be training in rehabilitation questions intended for workers who handle rehabilitation cases.

5.4 Transitional rules

The provisions in 5.2.1-5.2.4 are new. The right of safety representatives and members of safety committees appointed by Byggnads with retained fringe benefits to participate in annual safety representative meetings, which are arranged by the Byggnads region during five (5) hours per year is effective immediately and covers all safety representatives and members in safety committees appointed by Byggnads.

Other rules enter into force on 1 January 2018 and apply to safety representatives who have not yet started their training. Safety representatives who are appointed before this date have the right to complete the

parts of their training that are remaining according to previous training plans that have still not been implemented.

Safety representatives appointed after 1 January 2015 have the right to participate in the four (4) training days that are controlled by Byggnads even if they have already started the existing training. These days are included in this case in the twelve fall (12) days that are included in the previous training plan.

6 DISPUTES

6.1 Negotiation procedure

In the case of a dispute regarding interpretation or application of this agreement, the rules in § 10 of the Construction Agreement apply.

6.2 Arbitration board

The parties are in agreement on establishing an arbitration board which shall, with binding effect for the parties concerned, hear such disputes which according to the negotiation procedure above cannot be resolved via central negotiations. The board shall be composed of two members from the employer parties and two members from the worker parties.

The representatives appointed by the parties shall jointly appoint an impartial chairman for settlement of the case in question.

b UNDERGROUND EXCAVATION WORK**b 1 Daily working hours**

During underground excavation work, the regular daily working hours per week are 36 hours (excluding breaks). Unless otherwise agreed between the employer and workers concerned, working hours shall be planned of not more than 8 working hours per day during the first 5 days of the week starting no earlier than 06.00 and ending no later than 17.30.

b 2 Shift working hours

The employer has the right to arrange the work in 2 or 3 shifts.

1. Regular working hours in 2 shifts

During underground excavation work in 2 shifts, the regular working hours per 2-week period are an average of 36 hours per week (excluding breaks). Unless otherwise agreed, the working hours shall be arranged of not more than 8 working hours per shift during the first 5 days of the week and the first shift is arranged so that the working hours start no earlier than 05.00 and the second shift is planned so that the working hours end no later than 24.00.

2. Regular working hours in intermittent 3 shifts

During underground excavation work in intermittent 3 shifts, the regular working hours per 3-week period are an average of 34 hours per week (excluding breaks). Unless otherwise agreed, the working hours shall be planned of not more than 7.5 hours per shift during the 5 first days of the week including the night before Saturday.

Entry in the minutes

1. Unless otherwise agreed, a shift changeover shall occur between the teams of workmen at the end of the calendar week. Notice about changeover from one shift to another shall be provided at least 8 hours before the start of the shift.
2. By virtue of the collective agreement's rules on shift working, the parties have reached an agreement on a departure from the rules on night rest and weekly rest in § 13 and § 14 of the Working Hours Act, and therefore an exemption from the Swedish Working Environment Authority does not need to be applied for.

Entry in the minutes to b 1 and b 2

During other underground excavation work, the regular working hours are governed by § 2.

Qualifications

During night work in connection with construction of a power station see § 2 item 2.

Intermittent work in three shifts means shift work that is interrupted over Sundays and public holidays.

Regarding shift allowance and supplement for overtime, see § 2.

b 3 Underground excavation work's main groups

The underground excavation work is divided into the following main groups:

1. **Excavation work.**
2. **Maintenance scaling and rock reinforcement work** in previously completed rock chambers taken into use.
3. **Interior and installation work.**
4. **Maintenance, service and reconstruction work** of interiors and installations in previously completed rock chambers taken into use.

Entries in the minutes to b 3: Definitions

1. Excavation work

- drilling, loading, blasting and scaling after blasting
- loading and outbound transports of rock masses
- protective scaling and
- rock reinforcement work.

Rock reinforcement work means:

- drilling for and installation of rock bolting
- drilling for and grouting of the rock
- concrete formwork, reinforcement and concrete casting of arches, pillars or other casting against existing roof or rock face required for reinforcement of the rock

- installation of permanent safety net
- lining of roofs and walls with sprayed concrete (including any reinforcement) and
- in unsprayed roofs, install/make other permanent roof as protection from falling stones.

The excavation work is deemed to be finished, when the excavation work as above is performed to the prescribed extent (rock surfaces secured).

Maintenance scaling and rock reinforcement work carried out in waterways and surge chambers adjacent to powers stations and in connection with the renovation of previously completed and taken into use oil storage areas where the oil is stored against the rock face is regarded as excavation work.

Removal of individual rock protrusions and minor rock sections (including other related work) in previously completed rock chambers, is not regarded as excavation work.

At excavation sites, the rules apply on an underground excavation supplement and supplement for reduction in working hours until the excavation work is concluded.

If the interior work and installation work is carried out in the same space simultaneously with ongoing excavation work, the same rules are applied as for excavation work.

The rules are applied for each space separately, provided that the places are demarcated from each other, e.g. by a screen walls or gate.

2. Maintenance scaling and rock reinforcement work in previously completed rock chambers taken into use.

However, when such work is carried out as a renovation of previously completed and taken into use oil storage areas where the oil is stored against the rock face as well as waterways and surge chambers adjacent to powers stations, the rules for excavation work apply.

3. Interior and installation work

Other construction work that is carried out in a secured space and which is not work under 1 and 2 above but solely aims to make the space usable for the intended purpose.

4. Maintenance, service and reconstruction work of interiors and installations in previously completed rock chambers taken into use.

Qualifications to b 3

1. When a screen wall, gate or similar demarcation is lacking between spaces in rock chambers, the installation work is deemed to be performed in the “same space” as the excavation work since the excavation work is carried out in direct connection with the installation work concerned. If the excavation work therewith causes an obvious deterioration of the working environment for the installation work, for example due to annoying noise, gases and the like, the same rules are applied for the installation work as the excavation work.

What is now stated only applies for the period when the installation work is performed simultaneously with the excavation work. However, for installation work that is only temporarily and briefly disrupted by ongoing excavation work in the “same space”, the rules for excavation work shall not be applied.

2. During underground excavation work, the employer consults with the workers concerned in order to clarify the terms and conditions of the work in question.

b 4 Special provisions for underground excavation work

- 1 The term “underground excavation” (underground sites in rock chambers) refers to the part of a workplace, which lies within rock deposits towards entrances and under the rock surface at sunk-, lift-, ventilation- and tube shafts. However, blasting and loading of the first rounds in the entrance areas, sunk-, lift-, ventilation- and tube shafts are also considered as underground excavation work.
2. The provisions on reduction in working hours under b 1 and b 2 above and on the supplement for reduction in working hours under § 2 item 4, apply to excavation work.

3. The terms and conditions on underground excavation work supplement according to § 3 item 4.7 apply to excavation work.

The terms and conditions on underground excavation work supplement according to § 3 item 4.7 apply to maintenance scaling and rock reinforcement work in previously completed rock chambers taken into use.

The terms and conditions on underground excavation work supplement according to § 3 item 4.7 apply to interior and installation work .

For maintenance, service and reconstruction work of interiors and installations in previously completed rock chambers taken into use under b 3.4. no supplement is awarded.

4. In the case of concrete casting teams, the working hours, which apply for the workers at the casting location, apply for the entire team, even if the preparation of the concrete occurs outside the rock chamber.

For work at mixing plants above ground, that supply concrete to several teams of workmen, the provisions on reduction in working hours under b 1 and b 2 above and on the supplement for reduction in working hours and the underground excavation work supplement do not apply.

5. For transport of material to and from workplaces in rock chambers by truck, tractor or similar vehicles, the provisions on reduction in working hours under b 1 and b 2 above and on the supplement for reduction in working hours and the underground excavation work supplement do not apply.

6. During loading and outbound transports of rock masses in connection with ongoing underground excavation work according to main group b 3.1, the above ground working hours apply. However, for each working hour planned in rock chambers, a supplement for reduction in working hours is awarded according to § 2 item 4 and underground excavation work supplement under § 3 item 4.7.

In the case that the working hours planned in rock chambers are equal to the established weekly working hours in b 1 and b 2, the provisions on a reduction in working hours also apply.

Working hours above ground in connection with outbound transport of rock masses up to and including a 2 km route outside the rock deposit are classified as planned in a rock chamber. In connection with longer transport distances, however, all working hours outside rock deposits are classified as planned above ground.

7. For workers who only spend part of the day doing other work than underground excavation work, the working hours applied above ground apply. However, for each working hour planned in rock chambers, the underground excavation work supplement is awarded according to § 3 item 4.7, which is determined for work at the workplace.
8. For workers, that are placed into another team of workmen, the same working hours apply as the team, in which the worker is placed.

**LIST OF SPECIAL AGREEMENTS WHICH ARE
NOT INCLUDED IN THE PRINTED AGREEMENT**

1. Recommendation concerning the handling of employment relationships etc. for work in contractor consortiums.
2. The development agreement
3. The vocational training agreement*

**The terms and conditions are subject to review and are therefore found in an offprint.*

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The Swedish Construction Federation (BI): **www.bygg.org**

The Swedish Building Workers' Union (Byggnads): **www.byggnads.se**

