

## Employment (Co-Determination in the Workplace) Act (1976:580)

Amendments: up to and including SFS 2013:615

### Introductory Provisions

**Section 1** This Act shall apply to the relationship between employer and employee.

The term "employee" as used in this Act shall also include any person who performs work for another and is not thereby employed by that other person but who occupies a position of essentially the same nature as that of an employee. In such circumstances, the person for whose benefit the work is performed shall be deemed to be an employer.

**Section 2** An employer's activities that are of a religious, scientific, artistic, or other non-profit making nature, or that have co-operative, labour union, political or other opinion-forming aims shall be exempted from the scope of this Act with respect to the aims and focus of such activities.

**Section 3** Separate provisions contained in other statutes or regulations enacted by statutory authority that deviate from this Act shall have precedence over conflicting provisions contained in this Act.

**Section 4** An agreement shall be invalid to the extent that it would result in the removal or limitation of rights or obligations under this Act.

Deviations from Sections 11, 12, 14 and 19, Section 20, first paragraph, Sections 21, 22 and 28, Section 29, third sentence, Sections 33 - 40, Section 43, second paragraph and Sections 64 and 65 may be made under a collective bargaining agreement. A collective bargaining agreement may not result in the application of provisions that are less favourable to employees than the provisions contained in the EC Council Directives 75/129/EEC of 17 February 1975, 77/187/EEC of 14 February 1977 and 92/56/EEC of 24 June 1992.

A collective bargaining agreement may also prescribe more extensive labour-stability obligations than those mentioned in Sections 41, 41 a, 41 b and 44, as well as more extensive liability for damages than is prescribed by this Act. (SFS 2005:392)

**Section 5** This Act shall not be construed so as to confer upon any party the right to information regarding the affairs of another party that are of significance in an imminent or pending labour conflict, or to confer upon any party the right to influence the other party's decision in respect of such conflict.

The provisions contained in Sections 11, 12, 19, 34, 35, 38 and 39 shall also apply at such times as a collective bargaining agreement is temporarily not in force.

**Section 6** The term "employees' organisation" means an association of employees that, under its by-laws, is charged with safeguarding the interests of the employees in relation to the employer. The term "employers' organisation" means an equivalent association of employers.

The term “local employees’ organisation” means an association of employees that is a party to local negotiations with an employer. The term “central employees’ organisation” means a national or equivalent association of employees.

Provisions that relate to employers’ organisations or employees’ organisations shall apply, where relevant, to an association of several such organisations. In such circumstances, provisions relating to a member of an organisation shall apply to the member organisations and their members.

### **Right of Association**

**Section 7** The term “right of association” means the right of employers and employees to belong to an employers’ organisation or an employees’ organisation, to exercise the rights of membership in such organisation, and to participate in such organisation or the establishment thereof.

**Section 8** The right of association may not be infringed. Infringement of the right of association shall be deemed to have occurred where an employer or employee, or the representative of either, takes action that is detrimental to the other party as a consequence of such party's exercise of its/her/his right of association or where an employer or employee, or the representative of either, takes action directed at other party for the purpose of inducing that party not to exercise its/her/his right of association. Such infringement shall also be deemed to have occurred notwithstanding that the action was taken for the purpose of fulfilling an obligation towards a third party.

An employers' organisation or an employees' organisation need not tolerate any infringement of the right of association that constitutes an infringement of its activities. Where there is both a local and a central organisation, these provisions shall apply to the central organisation.

Where infringement of the right of association takes place through the termination of an agreement or through some other legal act, or by reason of a provision contained in a collective bargaining agreement or other contract, such legal act or provision shall be invalid.

**Section 9** Employers' and employees' organisations shall be obliged to seek to prevent their members from taking any action that would infringe the right of association. Where a member has taken such action, the organisation shall be obliged to attempt to persuade him to cease such action.

### **Right of negotiation**

**Section 10** An employees' organisation shall have the right to negotiate with an employer on any matter relating to the relationship between the employer and any member of the organisation who is, or has been, employed by that employer. An employer shall have an equivalent right to negotiate with an employees’ organisation.

Employees' organisations shall also have the right to negotiate, in accordance with the first paragraph, in relation to any organisation of which the employer is a member, and similarly employers' organisations in relation to any organisation of which the employee is a member.

**Section 11** Before an employer takes any decision regarding significant changes in its activities, he shall, on its own initiative, enter into negotiations with the employees' organisation with which he is bound to negotiate under a collective bargaining agreement. The above-mentioned shall also apply

prior to any decisions by an employer regarding significant changes in working or employment conditions for employees who belong to the organisation.

Where there is extraordinary cause, the employer may take and implement a decision before he has fulfilled his duty to negotiate under the first paragraph of this Section.

**Section 12** Should an employees' organisation as referred to in Section 11 so request, an employer shall also, in circumstances other than those mentioned therein, negotiate with that organisation before he takes or implements a decision that concerns a member of the organisation. Where there is special cause, however, the employer may take and implement the decision before he has fulfilled its duty to negotiate. (SFS 1994:1686)

**Section 13** Where a matter specifically relates to the working or employment conditions of an employee who belongs to an employees' organisation in relation to which the employer is not bound by a collective bargaining agreement, the employer shall be obliged to negotiate with that organisation under Section 11 and Section 12.

Where an employer is not bound by a collective bargaining agreement, the employer shall be obliged to negotiate with all affected employees' organisations under Section 11 in all matters relating to termination of employment as a consequence of insufficient work or the transfer of an undertaking, a business or a part of a business subject to Section 6 b of the Employment Protection Act (1982:80). The above-mentioned provisions shall not apply, however, where the employer is only temporarily not bound by a collective bargaining agreement. (SFS 1994:1686)

**Section 14** Where there is a local employees' organisation, the obligation to negotiate under Sections 11 - 13 shall, in the first instance, be fulfilled through negotiations with that organisation.

If agreement is not reached during negotiations under the first paragraph of this Section, the employer shall, upon request, also negotiate with a central employees' organisation.

**Section 15** Any party who is under an obligation to negotiate shall, in person or through a representative, appear at negotiations meetings, and, where necessary, put forward a reasoned proposal for a solution of the matter to which the negotiations relate. The parties may jointly decide upon a form for negotiations other than through a meeting.

In conjunction with negotiations regarding a decision to terminate employment due to shortage of work, the employer shall in good time notify the other party in writing of the following matters:

1. the reason for the planned termination;
2. the number of employees who will be affected by the termination and the employment categories to which they belong;
3. the number of employees who are normally employed and the employment categories to which they belong;
4. the time period during which it is planned to carry out the termination; and
5. the method of calculation of any compensation to be paid in conjunction with termination in addition to that which is required by law or applicable collective bargaining agreements.

The employer shall also provide the other party with a copy of any notices that have been filed with the Employment Service (Arbetsförmedlingen) under the first and second paragraphs of Section 2 a of the Act (1974:13) Concerning Certain Measures to Promote Employment. (SFS 2007:402)

**Section 16** Any party who wishes to negotiate shall serve a demand for negotiations upon the other party. If the other party so requests, the demand shall be in writing and shall state the matter about which negotiations are being requested.

In circumstances other than those referred to in Sections 11 - 13, negotiations meetings shall, unless otherwise agreed upon by the parties, be held within two weeks of receipt by the other party of a demand for negotiations, where the other party is an individual employer or a local employees' organisation, and otherwise within three weeks of receipt of such demand by the other party. In addition, the parties may agree in respect of a time and place for the negotiations.

Negotiations shall be conducted expeditiously. If a party so requests, minutes shall be kept, which shall be approved by both parties. Unless otherwise agreed to by the parties, negotiations shall be deemed to be concluded when a party who has fulfilled his duty to negotiate has given the other party notice in writing that he is withdrawing from the negotiations.

**Section 17** An employee who has been appointed to represent his organisation at negotiations may not be refused reasonable leave of absence in order to take part in those negotiations.

#### **Right to Information**

**Section 18** A party who, during negotiations, invokes any written document shall make such document available to the other party should the latter so request.

**Section 19** An employer is obliged to regularly inform an employees' organisation in relation to which he is bound by collective bargaining agreement as to the manner in which the business is developing in respect of production and finance and as to the guidelines for personnel policy. The employer shall also afford the employees' organisation an opportunity to examine books, accounts, and other documents that concern the employers' business, to the extent required by the labour union in order to protect the common interests of its members in relation to the employer.

Where such can be accomplished without unreasonable cost or inconvenience, the employer shall, upon request, provide the employees' organisation with copies of documents and shall assist the organisation with any examination that it requires for the above-mentioned purposes.

**Section 19 a** An employer who is not bound by any collective bargaining agreement at all shall continuously keep employees' organisations that have members who are employees at the employer notified of how the operations is developing as regards production and financially and similarly on the guidelines for personnel policy. (SFS 2005:392)

**Section 19 b** Employees who have been appointed to represent their organisation for receipt of information under Section 19 a, may not be refused reasonable leave to receive the information. (SFS 2005:392)

**Section 20** Where there is a local employees' organisation, the obligation to provide information under Section 19 shall be fulfilled in relation to such organisation. In respect of negotiations under

the second paragraph of Section 14, the obligation shall also be fulfilled in relation to the central employees' organisation to the extent that such information is of significance for the matter under negotiation.

The information obligation under Section 19 shall be performed in relation to a local employees' organisation if there is one. (SFS 2005:392)

**Section 21** Any party who is subject to an obligation to provide information shall have a right to negotiate with the other party in respect of a duty of confidentiality regarding the information that is to be provided. If the negotiations relate to information under Section 19, Section 14 shall apply, *mutatis mutandis*.

If agreement is not reached in negotiations under the first paragraph of this Section, a party may commence proceedings in a court in respect of the duty of confidentiality. Such proceedings must be commenced within ten days after the conclusion of negotiations. The court shall issue an order concerning a duty of confidentiality to the extent it is deemed that there would otherwise be a danger of substantial injury to a party to the proceedings or any other person.

If a party has demanded negotiations in respect of a duty of confidentiality and complies with the provisions contained in paragraphs one and two, the duty of confidentiality that such party seeks to enforce shall apply until such time as the matter has been finally determined. Where there are no grounds for the demand, and where the party making the demand realises or should have realised this, no duty of confidentiality shall arise. (SFS 1977:532)

**Section 22** Any person who, on behalf of a local or central employees' organisation, has received information subject to a duty of confidentiality may disclose such information to a member of the board of directors of the organisation notwithstanding the duty of confidentiality. In such circumstances the duty of confidentiality shall also apply to a member of the board of directors.

### **Collective Bargaining Agreements**

**Section 23** The term "collective bargaining agreement" means an agreement in writing between an employers' organisation or an employer and an employees' organisation in respect of conditions of employment or otherwise about the relationship between employers and employees.

An agreement shall be deemed to be in writing also when its contents have been recorded in approved minutes or where a proposal for an agreement and acceptance thereof have been recorded in separate documents.

**Section 24** Where a collective bargaining agreement relates to an employee's tenancy relationship, the agreement, in such respect, shall have effect as a collective bargaining agreement only where the agreement, in respect of the status of the party and its contents are such as are referred to in chapter 12, Section 67 of the Land Code.

**Section 25** An agreement shall not be valid as a collective bargaining agreement to the extent that the content of such agreement is other than as referred to in Sections 23 and 24.

**Section 25a** A collective bargaining agreement that is invalid under foreign law as a consequence of it having been entered into following an industrial action is, notwithstanding this, valid in Sweden if the industrial action was in compliance with this Act. (SFS 1991:681)

**Section 26** A collective bargaining agreement that has been concluded by an employers' organisation or an employees' organisation shall also be binding, within its area of applicability, upon a member of such organisation. This shall apply irrespective of whether the member joined the organisation before or after the agreement was entered into, but not to the extent that he is already bound by another collective bargaining agreement.

In the event that a member resigns from an organisation that has concluded a collective bargaining agreement he shall not cease to be bound by the agreement as a consequence of such resignation.

**Section 27** Employers and employees who are bound by a collective bargaining agreement may not enter into any contract that does not comply with such collective bargaining agreement.

**Section 28** Where an undertaking, a business or a part of a business is transferred from an employer who is bound by a collective bargaining agreement to a new employer through a transfer that is subject to Section 6b of the Employment Protection Act (1982:80), the agreement shall apply, where relevant, to the new employer. The abovementioned provision shall not apply, however, where the new employer is already bound by another collective bargaining agreement that may be applied to the employees whose contracts of employment are assumed by the new employer.

In circumstances that are referred to in the first paragraph above, the employee party may, within thirty days of receipt of notice of the transfer, give notice of termination of the agreement. If notice of termination is given within this period, the agreement shall cease to apply upon transfer, or, if notice to terminate is given after the transfer, immediately upon the giving of such notice. Nor shall the collective bargaining agreement apply to the new employer if, prior to the transfer, the previous employer gives notice to terminate the agreement. However, if such notice to terminate is given less than sixty days before the transfer, the agreement shall apply to the new employer until sixty days after notice to terminate was given.

Where an employee's contract of employment and conditions of employment have been transferred to a new employer under Section 6 b of the Employment Protection Act (1982:80), the new employer shall be obligated, for a period of one year from the time of the transfer, to apply the conditions of employment contained in the collective bargaining agreement that applied to the previous employer. Such conditions shall be applied in the same manner as the previous employer was obligated to apply them. The above-mentioned provision shall, however, not apply where the term of the collective bargaining agreement has expired or where a new collective bargaining agreement has entered into force for the employees subject to the transfer.

Where two or more employers' or employees' organisations are merged, any collective bargaining agreement that applies to an organisation that is thereby dissolved shall apply to the merged organisation as if the agreement had been entered into by it.

**Section 29** Where a collective bargaining agreement has been entered into by several parties on either side or on both sides and where such agreement may only be terminated upon notice of termination, any party may, on its own behalf, terminate such agreement in relation to one or more

parties on the other side. Where such termination is to be effective at a particular time, another party may terminate the agreement effective at the same time. The latter notice of termination, however, shall be given within three weeks of the time at which notice of termination should otherwise have been given, or, if the agreed period of notice is less than six weeks, within one half of the agreed period of notice.

**Section 30** Notice of termination of a collective bargaining agreement shall be in writing. Where notice of termination has been sent to the other party's last known address in sufficient time for it to have reached that party before the latest time at which notice of termination should have been given, notice of termination shall be deemed to have taken place in due time, notwithstanding that such notice was not received, or was not received in due time.

**Section 31** Where an employer, employee or organisation bound by a collective bargaining agreement has committed a gross breach of such an agreement or of this Act and where such provisions have a fundamental significance on the contractual relationship as a whole, a court may, upon motion of the other party, declare that a collective bargaining agreement by which the parties are bound is no longer applicable to such parties.

Where a collective bargaining agreement has been concluded by several parties on either side or on both sides and where a declaratory judgment has been made under the first paragraph of this Section in respect of only some of them, any other party may, within three weeks thereafter, terminate the agreement on its own behalf with immediate effect.

Where a court determines that particular actions are contrary to a collective bargaining agreement or to this Act, it may, upon application, release an employer, employee or organisation from its obligations under the collective bargaining agreement or this Act, to the extent it cannot be reasonably required that such obligations be fulfilled. (SFS 1977:532)

**Section 31a** Where an employer who is bound by a collective bargaining agreement to which this Act is not directly applicable and subsequently enters into a collective bargaining agreement under the provisions of Sections 23 - 24, the latter agreement shall have precedence to the extent the two agreements are incompatible. (SFS 1991:681)

### **Rights of co-determination under collective bargaining agreements**

**Section 32** Parties who enter into a collective bargaining agreement in respect of pay and general conditions of employment should, where the employee party so requests, also enter into a collective bargaining agreement in respect of rights of co-determination for employees in matters regarding the conclusion and termination of contracts of employment, the management and distribution of work and the operation of the activity in general.

The parties to a collective bargaining agreement regarding rights of co-determination may, subject to the provisions contained in Section 3, agree that decisions that would otherwise be taken by the employer shall be taken by employee representatives or by a joint body specifically constituted for such purpose. (SFS 1977:529)

Rights of determination in respect of disputes regarding the interpretation of agreements

**Section 33** Where a collective bargaining agreement contains provisions in respect of rights of co-determination for employees in matters referred to in Section 32 and where a dispute arises in respect of the application of such provisions or of decisions that have been taken under such provisions, the interpretation of the employee party shall apply pending the final adjudication of the dispute. The above-mentioned provision shall also apply to disputes under collective bargaining agreements regarding the consequences of a breach of such agreement by an employee. The above-mentioned provision does, however, not grant the employee party the right to execute decisions on behalf of the employer.

Where two or more employee parties adopt incompatible positions in a dispute of the type referred to in the first paragraph above, the employer may not take or implement a decision that is affected by such dispute before the dispute has been finally adjudicated.

The employer need not comply with the provisions referred to in the first and second paragraphs, where there is extraordinary cause or where the interpretation put forward by the employee party is erroneous and that party realises or should have realised this. (SFS 1977:529)

**Section 34** Where a dispute arises between an employer and an employees' organisation that are bound by the same collective bargaining agreement in respect of a member's duty to perform work under such agreement, the organisation's position shall apply until such time as the dispute has been finally adjudicated.

Where, in the opinion of the employer, there are extraordinary reasons against a postponement of the disputed work, the employer may, notwithstanding the first paragraph, require that the work be performed according to his interpretation in the dispute. The employee shall then be obligated to perform the work. Such an obligation will not arise, however, where the employer's interpretation in the dispute is incorrect and the employer realises or should have realised this, or where the work involves danger to life or health, or where there are similar obstacles.

Where work is performed under the second paragraph above, the employer shall immediately call for negotiations concerning the dispute. If the dispute cannot be settled by negotiation, the employer shall institute judicial proceedings. (SFS 1977:532)

**Section 35** In the event of a legal dispute between an employer and an employees' organisation that are bound by the same collective bargaining agreement concerning pay or other remuneration for a member of such organisation, the employer shall be obligated to immediately call for negotiations concerning the dispute. If the dispute cannot be settled by negotiations, the employer shall institute judicial proceedings. An employer who fails to call for negotiations or to institute proceedings shall be required to pay compensation in respect of the disputed amount as demanded by the employees' organisation, provided such demand is not unreasonable. (SFS 1977:532)

**Section 36** The employee party's rights under Sections 33 - 35 shall vest in the employees' organisation that has entered into a collective bargaining agreement and shall be exercised by the local employees' organisation, where there is such an organisation. Where central negotiations have been called for, such rights shall be exercised by the central employees' organisation.

**Section 37** Where a collective bargaining agreement requires negotiations to be held both locally and centrally under Section 34, third paragraph, or Section 35, central negotiations shall be called for



within ten days of the conclusion of the local negotiations. Judicial proceedings must be instituted within ten days of the conclusion of negotiations. (SFS 1977:532)

### **Labour union veto right in certain cases**

#### **Section 38**

Before an employer decides to allow a particular person to perform certain work on his behalf or in his business without such person becoming an employee of the employer, the employer shall, on his own initiative, negotiate with the employees' organisation to whom he is bound by a collective agreement in respect of such work. In conjunction with such negotiations, the employer is obliged to provide any information in respect of the planned work that the employees' organisation may require in order to be able to adopt a position regarding the matter subject to negotiations.

The first paragraph does not apply where such work is of a short-term and temporary nature or requires special skills and where such action does not constitute the engaging of hired labour under the Hiring Out of Workers Act (2012:854). Nor does the first paragraph apply where the planned actions correspond in all essential respects to actions that have been approved by the employees' organisation. However, where the organisation so demands in a particular matter, the employer shall be obliged to enter into negotiations prior to taking or implementing a decision.

Where there are exceptional grounds to do so, an employer may take and implement a decision prior to fulfilling the obligation to negotiate under the first paragraph. Where negotiations are requested under the second paragraph, the employer is not obliged to postpone the decision or the implementation thereof until such time as the obligation to negotiate has been fulfilled, provided there are exceptional grounds for not postponing the decision. Section 14 shall apply to matters regarding negotiations under the first and second paragraphs.

Where negotiations have been requested under the first or second paragraph, the employer is obliged, upon demand by the employees' organisation, to provide any information in respect of the planned work that the organisation requires in order to be able to adopt a position on the matter. (SFS 2012:855)

#### **Section 39**

Where negotiations have been carried out under Section 38 and where the central employees' organisation or, where there is no such organisation, the employees' organisation that has entered into the collective agreement, declares that the action that the employer intends to take may be deemed to violate legislative provisions or the collective bargaining agreement or that such action would otherwise contravene generally accepted practices within the parties' area of agreement, such action may not be adopted or implemented by the employer.

With respect to purchases under the Public Procurement Act (2007:1091), the Act on Procurement in the Water, Energy, Transport and Postal Services Sectors (2007:1092), the Act on Free Choice Systems (2008:962) or the Defence and Security Procurement Act (2011:1029), a declaration under the first paragraph may only be made where it is based upon circumstances referred to in:

- Chapter 10, Section 2 and Chapter 15, Section 13 of the Public Procurement Act;
- Chapter 10, Sections 2 and 3 and Chapter 15, Section 13 of the Act on Procurement in the Water, Energy, Transport and Postal Services Sectors;
- Chapter 7, Section 1 of the Act on Free Choice Systems; or
- Chapter 11, Section 2 and Chapter 15, Section 13 of the Defence and Security Procurement Act. (SFS 2010:537)

#### **Section 40**

Prohibitions under Section 39 shall not apply where the employees' organisation lacks grounds for its position. Nor shall such prohibition apply where the employees' organisation, in the course of public procurement referred to in Section 39, second paragraph, has based its declaration on grounds other than those referred to in:

- Chapter 10, Section 2 and Chapter 15, Section 13 of the Public Procurement Act (2007:1091);
- Chapter 10, Sections 2 and 3 and Chapter 15, Section 13 of the Act on Procurement in the Water, Energy, Transport and Postal Services Sectors (2007:1092);
- Chapter 7, Section 1 of the Act on Free Choice Systems (2008:962); or
- Chapter 11, Section 2 and Chapter 15, Section 13 of the Defence and Security Procurement Act (2011:1029);

Section 39 shall not apply where the employer has, pursuant to Section 38, third paragraph, implemented a decision in a matter subject to the negotiations. (SFS 2011:1033)

#### Labour-stability obligations

**Section 41** An employer and an employee who are bound by a collective bargaining agreement may not initiate or participate in a stoppage of work (lockout or strike), blockade, boycott, or other industrial action comparable therewith, where an organisation is party to that agreement and that organisation has not duly sanctioned the action, and where the action is in breach of a provision regarding a labour-stability obligation in a collective bargaining agreement or where the action has as its aim:

1. to exert pressure in a dispute over the validity of a collective bargaining agreement, its existence, or its correct interpretation, or in a dispute as to whether a particular action is contrary to the agreement or to this Act;
2. to bring about an amendment to the agreement,
3. to effect a provision that is intended to enter into force upon termination of the agreement; or
4. to aid someone else who is not permitted to implement an industrial action. Industrial actions that have been taken contrary to the first paragraph are unlawful.

The first paragraph shall not prevent employees from taking part in a blockade duly ordered by an employees' association for the purpose of exacting payment of pay or any other remuneration for work that has been performed that is clearly due (collection blockade). Industrial action of this nature is not unlawful. (SFS 1993:1498)

**Section 41 a** An employer may not, as an industrial action or as a part of an industrial action, withhold pay or other remuneration for work that has been performed and which is due and

payable. Nor may an employer withhold pay or other remuneration for work that has been performed and which is due and payable as a consequence of employee participation in a strike or other industrial action.

Industrial actions referred to in the first paragraph are unlawful. (SFS 1993:1498)

**Section 41 b** An employee may not implement or participate in an industrial action that has the aim of reaching a collective bargaining agreement with a business that does not have any employees or where only the business operator or members of the business operator's family are employees and sole owners. This also applies when industrial action has the purpose of supporting someone who wishes to reach a collective bargaining agreement with such a business. What is stated here does not prevent an employee from participating in an employment blockade that is directed at such a business and which has been duly ordered by an employees' organisation.

Industrial action that has been taken in violation of the first paragraph are deemed unlawful. Alterations to the employment or ownership position that have occurred after industrial action has been notified or implemented shall not be taken into account when assessing whether an industrial action is to be deemed unlawful under the first paragraph. (SFS 2000:166)

**Section 41 c** Industrial action taken in breach of Section 5a or 5b of the Posting of Workers Act (1999:678) is unlawful.(SFS 2012:855)

**Section 42** An employers' organisation or an employees' organisation may not organise or in any other manner induce unlawful industrial action. Nor may such an organisation, through support or in any other manner, participate in unlawful industrial action.

An organisation that is bound by a collective bargaining agreement shall be obliged, if unlawful industrial action is imminent or is being taken by a member, to attempt to prevent such action or to endeavour to achieve a cessation of such action.

Where any person has taken unlawful industrial action, no other person may participate in such action. (SFS 2010:229)

**Section 42 a** The provisions contained in Section 42, first paragraph shall not be applied where an organisation resorts to industrial action as a consequence of a working condition to which this Act is not directly applicable.

Notwithstanding the first paragraph, Section 42, first paragraph, shall be applied where action is taken against an employer who posts employees in Sweden as referred to in the Foreign Posting of Employees Act (1999:678). (SFS 2010:229)

**Section 43** Where an unlawful industrial action has been taken by employees who are bound by a collective bargaining agreement, the employer and the employees' organisation concerned shall be obligated to immediately enter into discussions as a consequence of the industrial action and to jointly work for its cessation.

The first paragraph shall apply to a local employees' organisation, where there is such an organisation.

**Section 44** Where, in the course of negotiations in respect of a collective bargaining agreement, a party has requested that a matter referred to in Section 32 be governed by the agreement or a separate agreement, but where the matter is not expressly so governed when the collective bargaining agreement is concluded between the parties, such matter shall not, during later negotiations regarding inclusion of the matter in a separate agreement, be thereby considered subject to a labour-stability obligation under Section 41 by virtue of the agreement that was concluded.

### Notice

**Section 45** When an employers' organisation or an employees' organisation intends to implement industrial action or to extend pending industrial action, it shall give written notice to the other party and the Mediator Office at least seven working days in advance. Working day means every day except Saturday, Sunday, other public holiday, Midsummer Eve, Christmas Eve and New Years Eve. The period of notice shall be computed from the same time of the day that the industrial action will commence.

If industrial action on the part of the employer's side also applies to employees who are not members of the employees' organisation involved, they should be given notice by a publicly displayed notice at the workplace or in another suitable manner.

The obligation to give notice does not apply if there is a valid impediment to giving notice. There is no obligation to give notice with respect to industrial actions that are referred to in Section 41, third paragraph.

Notice under the first and second paragraphs shall contain information of the reason for the industrial action and the scope of the industrial action. (SFS 2000:163)

### Mediation

**Section 46** The National Mediation Office exists to mediate in industrial disputes between an employer or employers' organisation and an employees' organisation. The Office is also required to promote effective wage formation. (SFS 2013:615)

**Section 47** The Mediator Office shall by discussions with the parties or by other means inform itself about forthcoming or pending agreement negotiations.

The Office shall also provide advice and information to the parties on the labour market concerning negotiations and collective bargaining agreements.

A party that has concluded a collective bargaining agreement concerning pay and general conditions of employment shall upon request submit a copy of the agreement to the Mediator Office. (SFS 2000:163)

**Section 47 a** Subject to the consent of the parties that are negotiating on a collective labour market agreement, the Mediator Office may appoint one or more negotiation leaders or mediators. (SFS 2000:163)

**Section 47 b** If the Mediator Office considers that, in a dispute, there is a risk for industrial actions or if industrial actions have already been commenced, the Office may also without the consent of the parties appoint one or more mediators to mediate in the dispute.

A decision by the Mediator Office under the first paragraph may not be appealed against. Parties who are agreed that they are bound by an agreement concerning negotiation arrangements that contain time schedules for negotiations, time frameworks and rules for appointment of a mediator, rules concerning the powers of the mediator and rules concerning notice of termination of the agreement, may give notice of the agreement to the Mediator Office for registration. When the agreement has been registered, a mediator may not be appointed without the consent of the parties during the term of the agreement. (SFS 2000:163)

**Section 48** A mediator who has been appointed by the Mediator Office shall endeavour to establish an agreement between the parties. A mediator shall for this purpose summon the parties to negotiations or implement other appropriate measures. In order to promote a favourable resolution of the dispute, the mediator may submit his or her own proposals for agreement.

The mediator shall also work to ensure that a party postpones or cancels industrial action. (SFS 2000:163)

**Section 49** If it promotes a good resolution of the dispute, the Mediator Office may at the request of the mediator decide that a party shall postpone industrial action for which notice has been given for a consecutive period of at most 14 days for each industrial action or extension of an industrial action. Such a decision may only be issued once for each mediation assignment. This time limit shall be computed from the date when the action, according to the notification, shall be commenced or extended. The decision shall if possible be preceded by consultation with the parties. The decision of the Mediator Office under the first paragraph may not be appealed against. (SFS 2000:163)

**Section 50** A party's obligation under Section 18 to make available to the other party any written document in the course of negotiations shall also apply in relation to a mediator who is participating in negotiations. (SFS 2000:163)

**Section 51** A mediator may propose that the parties submit the dispute for determination by arbitration.

The Mediator Office may assist in the appointment of arbitrators.

If industrial action has been commenced, the Mediator Office may urge the parties to submit the dispute for determination by arbitration.

A mediator may not accept an appointment as an arbitrator in an industrial dispute, unless the Mediator Office permits this in a specific case. (SFS 2000:163)

**Section 52** If a party has been summoned to discussions under Section 47, first paragraph, and does not attend, the Mediator Office may order the party, subject to a default fine, to attend discussions.

If a party who under Section 10 is obligated to negotiate, has been summoned to a negotiation before the mediator but does not attend or if the party in some other way fails to fulfil her/his/its

obligations under Section 15, first paragraph, the Mediator Office may at the request of the mediator order the party, subject to a default fine, to fulfil such negotiation obligation.

A decision by the Mediator Office under the first and second paragraphs may not be appealed against.

Actions concerning the judicial confirmation of default fines are brought by the Mediator Office at the Labour Court. In cases concerning the confirmation of a default fine, the Labour Court may also assess the reasonableness of the default fine. (SFS 2000:163)

**Section 53** If a party fails to fulfil its/her/his obligation under Section 47, third paragraph, to submit a copy of a collective bargaining agreement, the Mediator Office may order the party, subject to a default fine, to submit a copy.

A decision of the Mediator Office under the first paragraph may not be appealed against. An action concerning the judicial confirmation of a default fine is brought by the Mediator

Office at the Labour Court. In cases concerning the confirmation of a default fine, the Labour Court may also assess the reasonableness of the default fine. (SFS 2000:163)

#### **Damages and other sanctions**

**Section 54** Unless otherwise provided below, an employer, an employee, or an organisation in breach of this Act or a collective bargaining agreement shall pay compensation for any loss that is incurred.

**Section 55** In assessing whether, and to what extent, a person has suffered loss, consideration shall also be given to such person's interest in compliance with statutory provisions or provisions in the collective bargaining agreement and to factors other than those of purely economic significance.

**Section 56** Where an employer or an employee breaches a duty of confidentiality that is referred to in this Act or improperly makes use of any information obtained that is subject to such duty of confidentiality, it/he/she shall pay compensation for any loss that is incurred.

Where any representative of an employer or an organisation commits an act referred to in the first paragraph, the employer or the organisation shall be liable for any loss incurred.

No liability under Chapter 20, Section 3 of the Penal Code shall be incurred in cases referred to in this Section.

**Section 57** An employees' organisation shall pay compensation for loss incurred where, in a dispute referred to in Section 33 or 34, such organisation has caused or approved the wrongful application of an agreement or of this Act and where the organisation has no grounds for its position in the dispute. This shall also apply where such organisation does not have grounds for a declaration under Section 39.

The employees' organisation will also be liable for damage suffered by the employer as a result of the abuse, in relation to him, by a representative of the organisation of his position as a member of a special decision-making body established by agreement or where such person acts with gross negligence in such a position. (SFS 1994:1686)

**Section 58** An employer who, without grounds, has demanded work under the second paragraph of Section 34, in the absence of extraordinary reasons as referred to therein, shall pay compensation for any loss incurred.

**Section 59** Where an organisation bound by a collective bargaining agreement, or a parent organisation to which such organisation is affiliated, has organised or occasioned unlawful industrial action, damages may not be awarded against an individual employer or employee as a consequence of his participation in such action.

Damages may not be awarded against an employee where, with the approval of his organisation, he has refused to perform work that the employer has demanded under Section 34, second paragraph.

**Section 60** Damages may be reduced or waived entirely where such is reasonable under the circumstances.

In assessing an employee's liability for damages under the first paragraph above for taking part in an unlawful industrial action, special consideration shall be given to circumstances disclosed during discussions under Section 43 and to the results of such discussions.

In proceedings concerning damages for employee participation in an unlawful industrial action, provided the dispute is still pending and the Court considers it to be unlawful, the Court shall, as soon as possible, order the employees to return to work. (SFS 1992:440)

**Section 61** Where several persons are responsible for losses, liability for damages shall be divided amongst them according to that which is reasonable having regard to the circumstances.

**Section 62** Where damages may be payable under this Act due to an act or omission by an employee, no other sanction may be invoked against such employee unless provided for by statute or by a collective bargaining agreement. The above-mentioned provision shall also apply in circumstances where no damages may be awarded against an employee by reason of Section 56, second paragraph, or Section 59.

Notwithstanding the first paragraph, where a collective bargaining agreement provides for a sanction other than damages, such sanction may also be applied to an employee who is not a member of the employees' organisation that entered into the agreement but who is engaged in the type of work referred to in that agreement.

#### **Notification sanction charge**

**Section 62a** A person who fails to notify the Mediator Office in accordance with Section 45, shall be ordered to pay a notification sanction charge to the State. The notification sanction charge shall be fixed to at least 30,000 kronor and at most 100,000 kronor. If there are special reasons, the notification sanction charge may be determined at a lower amount or be waived entirely.

A person who implements industrial action in violation of the decision of the Mediator Office under Section 49 that industrial action notified should be postponed, shall be ordered to pay an increased notification sanction charge of at least 30,000 kronor and at most 1 million kronor to the State. If there are special reasons, the notification sanction charge may be determined to be a lower amount or be waived entirely.

The notification sanction charge is imposed by the district court on the action of the Mediator Office. The action shall be instituted within one year from the date when the notification should have been given or, as regards the increased notification sanction charge under the second paragraph, on the date when the industrial action was implemented. Failing this, an action may not be instituted. (SFS 2000:163)

### **Dispute negotiations and judicial proceedings**

**Section 63** The Labour Disputes (Judicial Procedure) Act (1974:371) shall apply to actions in which this Act shall be applied.

That prescribed for contentious civil cases, where settlement of the matter is not allowed, shall apply in matters concerning cases under Section 62a. Appeal against a determination by a district court is made to the Labour Court. In such cases the Labour Disputes (Judicial Procedure) Act shall apply subject to that stated in the first sentence of this paragraph.

The provisions of Section 8 of the Default Fines Act (1985:206) concerning the procedure for cases concerning the judicial confirmation of default fines shall apply to cases concerning confirmation of default fines under Section 52, fourth paragraph and Section 53, third paragraph. (SFS 2000:163)

**Section 64** Any person who possesses a right of negotiation under Section 10 and who wishes to claim damages or any other remedy under this Act or a collective bargaining agreement, shall call for negotiations within four months of becoming aware of the circumstances to which the claim relates and not later than two years after the occurrence of such circumstances. Where negotiations are to take place both locally and centrally under a collective bargaining agreement, the above-mentioned provision shall apply to the local negotiations. In such a case, central negotiations shall be called for within two months of the conclusion of the local negotiations.

The first paragraph shall apply mutatis mutandis where a party referred to therein seeks a declaratory judgment that a legal act or a provision in an agreement is invalid by reason that it constitutes a violation of the right of association.

Where a party fails to call for negotiations within the time specified, he shall forfeit his right to negotiations.

**Section 65** Actions in cases referred to in Section 64 shall be brought within three months of the conclusion of negotiations. Where both local and central negotiations have taken place, such period shall be calculated from the time at which the central negotiations were concluded. Where there have been obstacles to negotiations that are not attributable to the plaintiff, the period shall be calculated from the latest time at which negotiations should have been held.

**Section 66** Where an organisation has failed to observe the time prescribed for negotiations or for commencing an action, any person who is or has been a member of that organisation and who is affected by the dispute may bring an action within one month of the expiry of that time. Where, under Chapter 4, Section 7 of the Labour Disputes (Judicial Procedure) Act (1974:371), the commencement of such action is to be preceded by negotiations but such negotiations have not taken place, that prescribed here shall apply as regards the right to call for negotiations. In such cases, the action shall be brought within the time prescribed in Section 65.



In any dispute in which an employee cannot be represented by an organisation, he shall commence an action within four months of becoming aware of the circumstances to which that claim relates, and not later than two years after the occurrence of such circumstances.

**Section 67** A claim for damages or any other remedy arising out of an unlawful industrial action may not be brought in any case later than three months after the termination of such industrial action

**Section 68** A party who fails to commence an action within the time prescribed shall forfeit his right to such action.

**Section 69** The provisions of Sections 33 - 35 and 39 do not constitute any impediment to decisions under Chapter 15 of the Code of Judicial Procedure. (SFS 1994:1686)

**Section 70** Repealed (SFS 1980:238).

### **Transitional provisions**

SFS 1984:817

This Act shall enter into force on 1 January 1985. The new provisions contained in Section 60 shall apply where liability for damages arises after the entry into force of this Act. In all other cases, the previous wording of Section 60 shall apply.

SFS 1992:440

This Act shall enter into force on 1 July 1992. The previous wording of Section 60 shall apply where liability for damages arises prior to the entry into force of this Act.

SFS 1994:1686

This Act shall enter into force on 1 January 1995. An employer is, however, not obligated to enter into negotiations or give notice under the new provisions contained in Section 13, second paragraph and Section 15, second paragraph, where such obligation would result in negotiations being commenced or notice being given prior to the entry into force of this Act.

SFS 2007:1095

1. This Act shall enter into force on 1 January 2008.
2. The previous provisions still apply as regards procurement to which the Public Procurement Act (1992:528) is applicable.