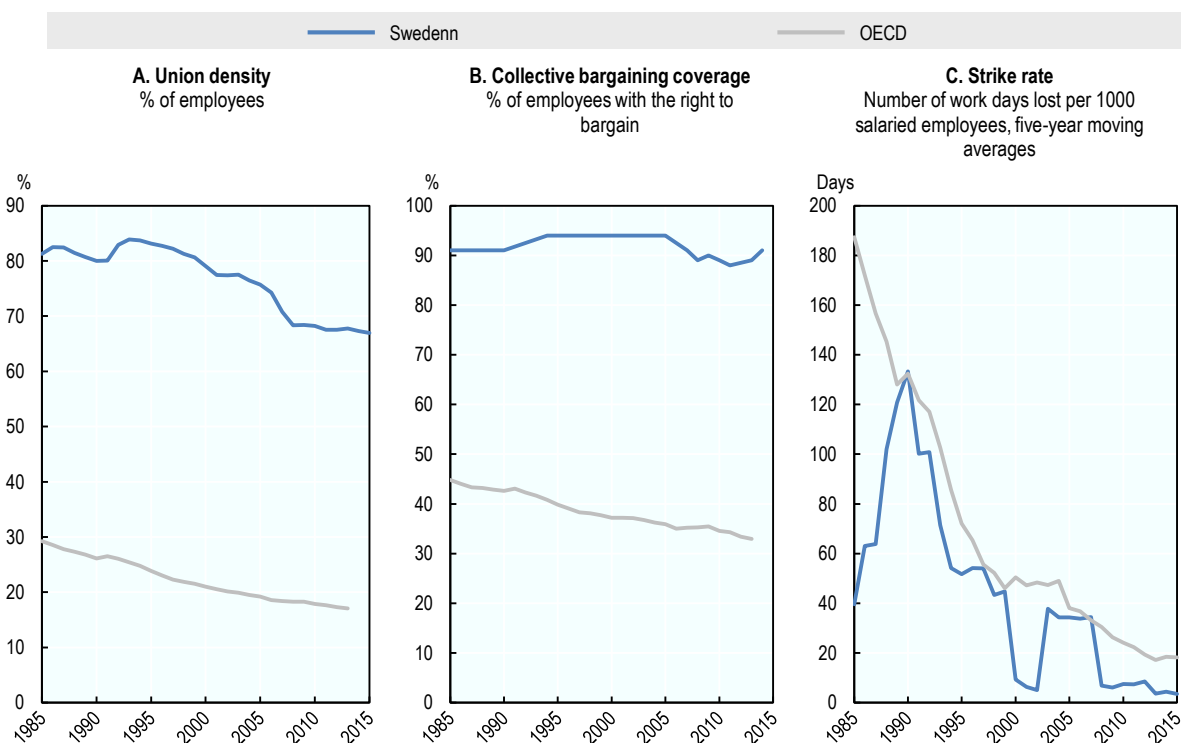


Sweden

KEY FEATURES OF THE COLLECTIVE BARGAINING SYSTEM IN 2015

Predominant level	Sectoral
Degree of centralisation/decentralisation	Organised decentralised
Co-ordination	High
Trade union density in the private sector	60-70%
Employer's organisation density	80-90%
Collective bargaining coverage rate	90% or more
Quality of labour relations	High

TRENDS IN INDUSTRIAL RELATIONS IN SWEDEN, 1985-2015



BUILDING BLOCKS OF COLLECTIVE BARGAINING

The detailed description of the building blocks of collective bargaining mainly relies on information provided by the responses to the policy questionnaires that were sent to Labour Ministries, employer organisations and trade unions in 2016. The information reported in the questionnaires represents the situation in **December 2015**.

Use of *erga omnes* clauses

Legal application of a sector level agreement in the absence of administrative extensions Double affiliation principle

Legal application of a firm-level agreement An employer bound by a collective agreement must apply the agreement to all workers doing the work that is covered by the agreement. However, a non-member cannot base a right to a certain condition on the basis of the collective agreement.

Use and coverage of extensions

Use of extensions of sectoral collective agreements Not relevant

Procedure Not relevant

Representativeness criteria Not relevant

Public interest criteria Not relevant

Exemptions or possibility of appeal Not relevant

Duration of collective agreements

Average duration 36 months

Maximum duration of collective agreements It is left to social partners (most agreements have a termination date, some are indefinite). In manufacturing: 36 months.

Can contracting parties terminate an agreement before its expiry date? Yes but parties have to renegotiate it with notice for indefinite, 12 in advance for sector.

Ultra-activity of collective agreements

Is maximum duration of after-life/ultra-activity of agreements fixed by law? No rule.

Retroactivity of agreements

Do firms have to pay arrears in case of late renewal? No legal obligation, but parties may agree on that.

Does retroactivity apply only to members of signatory parties or does it cover all parties? To signatory parties including the non-union members in member firms of signatory employer organisation.

Use of the favourability principle

Application of the favourability principle is entirely a matter for the bargainers.

Use and scope of derogations and opt-out

Derogations from the law	Possible to favour agreement with social partners on collective dismissals, temporary work, working time (at firm-level it is based on the approval of trade unions and central Employer organisations).
Derogations from collective agreements	
Scope	No
Topics	Not relevant
Rationale	Not relevant
Criteria	Not relevant
Other	Not relevant

Forms of co-ordination

Mode of co-ordination	Pattern bargaining or inter/intra-associational
Degree of co-ordination	Strong

Enforcement of collective agreements

	Sector-level agreements	Firm-level agreements
Do agreements typically include a peace clause?	Yes	Yes, common.
Do agreements typically include a mediation/arbitration procedure?	Yes	Information not available
Is it compulsory?	Yes	Not relevant

Worker representation at the workplace Union or union representatives.

Board-level employee representation

Public sector	Yes
Private sector	Yes
Scope	>25 and decision by local trade union bound by collective agreement with the company.
Proportion/number of workers' representatives	<ul style="list-style-type: none"> • <1 000 employees: two members. • >1 000 employees and operating in several industries: three members. • Max. 1/2 of the board.
Nomination of candidates	Appointment by trade unions bound by collective agreement with the company.
Appointment mechanism	If no agreement between trade unions, standard rules apply (with regard to the distribution of seats between trade unions).

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