



SWEDEN

Decent Work Check 2019

Iftikhar Ahmad

WageIndicator Foundation - www.wageindicator.org

WageIndicator started in 2001 to contribute to a more transparent labour market for workers and employers by publishing easily accessible information on a website. It collects, compares and shares labour market information through online and face-to-face surveys and desk research. It publishes the collected information on national websites, thereby serving as an online library for wage information, labour law, and career advice, both for workers/employees and employers. The WageIndicator websites and related communication activities reach out to millions of people on a monthly basis. The WageIndicator concept is owned by the independent, non-profit WageIndicator Foundation, established in 2003. The Foundation has offices in Amsterdam (HQ), Ahmedabad, Bratislava, Buenos Aires, Cape Town, Islamabad and Venice.

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Bibliographical information

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INTRODUCTION

Decent Work is the type of work for which all of us aspire. It is done under conditions where people are gainfully employed (and there exist adequate income and employment opportunities); social protection system (labour protection and social security) is fully developed and accessible to all; social dialogue and tripartism are promoted and encouraged; and rights at work, as specified in ILO Declaration on Fundamental principles and Rights at Work and Core ILO Conventions, are practiced, promoted and respected.

WageIndicator Foundation has been working, since late 2007, to raise awareness on workplace rights through a unique tool, i.e., **Decent Work Check**. The Decent Work Check considers different work aspects, which are deemed important in attaining "decent work". The work makes the rather abstract Conventions and legal texts tangible and measurable in practice.

The Decent Work Check employs a double comparison system. It first compares national laws with international labour standards and gives a score to the national regulations (happy or sad face). If national regulations in a country are not consistent with ILO conventions, it receives a sad face and its score decreases (and vice versa). It then allows workers to compare their on-ground situation with national regulations. Workers can compare their own score with national score and see whether their working conditions are consistent with national and international labour standards. The Check is based on de jure labour provisions, as found in the labour legislation.

Decent Work Check is useful both for employees and employers. It gives them knowledge, which is the first step towards any improvement. It informs employees of their rights at the workplace while simultaneously enlightening employers about their obligations. Decent Work Check is also useful for researchers, labour rights organizations conducting surveys on the situation of rights at work and general public wanting to know more about the world of work. WageIndicator teams, around the world, have found out that workers, small employers and even labour inspectors are not, sometimes, fully aware of the labour law. When you are informed - being a workers, self-employed, employee, employer, policy maker, labour inspector - there is a greater possibility that you ask for your rights (as a worker), you comply with rules (as an employer) and you strive to enforce these (as a labour inspector).

The work is relevant to the challenges posed to the future of work especially the effective enforcement of legislation in financially constrained states, rise of precarious employment and measuring the impact of regulatory regimes.

Currently, there are more than 100 countries for which a Decent Work Check is available here: www.decentworkcheck.org During 2019, the team aims to include at least 10 more countries, thus taking the number of countries with a Decent Work Check to 115!

Major Legislation on Employment and Labour

1. Working Hours Act (1982:673)
2. Annual Leave Act (1977:480)
3. Act on Public Holidays (1989:253)
4. Employment Protection Act (1982:80), last amended in 2016
5. Parental Leave Act (1995:584)
6. Social Insurance Code (2010:110)
7. Provisions of the Swedish Work Environment Authority on Use of Personal Protective Equipment, AFS 2001:3
8. Work Environment Act (1977:1160)
9. Ley General de la Seguridad Social, Real Decreto Legislativo 1/1994, de 20 de junio / General Law on Social Security, as revised by the Royal Legislative Decree 1/1994 of 20th June
10. Prohibition of Discrimination of Employees Working Part Time and Employees with Fixed-term Employment Act (2002:293)
11. Discrimination Act (2008:567), last amended in 2014 (2014:958)
12. Instrument of Government, Swedish Constitution
13. The Swedish Penal Code (1962:700) amended by (SFS 2010:371)
14. Trade Union Representatives (Status at the Workplace) Act (1974:348)
15. Employment (Co-Determination in the Workplace) Act (1976:580)

01/13 WORK & WAGES

ILO Conventions

Minimum wage: Convention 131 (1970)

Regular pay & wage protection: Conventions 95 (1949) and 117(1962)

Sweden has not ratified the above mentioned Conventions.

Summary of Provisions under ILO Conventions

The minimum wage must cover the living expenses of the employee and his/her family members. Moreover, it must relate reasonably to the general level of wages earned and the living standard of other social groups. Wages must be paid regularly on a daily, weekly, fortnightly or monthly basis.

Regulations on work and wages:

- Working Hours Act (1982:673)

Overtime Compensation

The normal working hours of fulltime employees is 40 hours per week. Where the nature of work or working conditions so require, normal weekly hours may exceed 40 as long as an average of 40 hours is maintained over a reference period of not more than four weeks. The working week is considered to start on Monday, unless another arrangement is applicable at the workplace.

On-call hours (when an employee is at the disposal of the employer at the workplace to carry out work if necessary) are permitted where this is necessitated by the nature of the work activity. An employee may not perform more than 48 on-call hours over a four week period; or 50 hours over a calendar month. Total overtime may not exceed 200 hours in a given 12-month period.

Overtime is defined as working hours in excess of the employee's normal working hours and on-call hours, as defined by law (40 working hours per week and 48 on-call hours per four weeks or 50 per month) or by as provided under an applicable agreement if the agreement's provisions differ from the statutory norms. An employee may not normally work more than 48 hours' overtime during a four-week period; or 50 hours' overtime during a calendar month; or 200 hours' overtime per year. Overtime in excess of general overtime may be worked up to a maximum of 150 hours per employee over a calendar year if there are special grounds for doing so and no other reasonable solution has been possible. However, together, extra overtime and general overtime may not exceed 48 hours per employee over a period of four weeks, or 50 hours over a calendar month. In the event of natural disasters/emergencies, overtime hours worked are considered emergency overtime and are not counted in the usual overtime hours for payment purposes. An employee's total working time, including overtime, must not exceed 48 hours per week on average over a reference period of up to four months.

The compensation rates for overtime are not defined in the law and are rather determined through collective agreements. According to the IF Metall agreement (2013-16), overtime supplements are as follows from April 01, 2014: 63.55 SEK/hour for overtime worked on Monday-Friday (working days); 81.74 SEK/hour for working overtime on non-working weekdays in current working hours schedule; and 108.92 SEK/hour for working overtime on Saturday-Sunday, public holidays, Midsummer Eve, Christmas Eve, and New Year's Eve.

The Swedish Work Environment Authority proposes that the employer should take all necessary steps in order to counteract scheduling of working hours leading to ill health among the employees. The Working Hour Act contains information about maximum working hours limit but does not provide rules on how the employer has to take the scheduling of working hours into account in work environment management.

Source: §5-9 of the Working Hours Act, 1982; IF Metall agreement no. 16 of 2013

The text in this document was last updated in April 2019. For the most recent and updated text on Employment & Labour Legislation in Sweden in Swedish, please refer to: <https://lonecheck.se/>

Night Work Compensation

Night workers, defined as those who normally work for at least three hours per shift during the period between 10 pm and 6 am, or perform at least one third of their annual working time between these hours. The working time of night workers cannot exceed eight hours per 24 hour period, averaged over a reference period of up to four months.

In the case of work involving particular risks or great physical or mental effort, the eight hour limit on night work in each 24 hours must not be exceeded and cannot be averaged over a reference period.

The compensation rates for night work are not defined in the law and are rather determined under the collective agreements. The night work is part of the inconvenient working hours. According to the IF Metall agreement (2013-16), the night work (22:30 to 06:30) is supplemented by SEK 30.07 per hour from April 01, 2014.

Source: §13(A) of the Working Hours Act, 1982

Compensatory Holidays / Rest Days

An employer may require a worker to work on a weekly rest day if this is caused by the special circumstances which could not be foreseen. However, employer is then required to grant a compensatory rest to the worker. No provision could be located in the law on granting compensatory rest for working on a public holiday.

Source: §14 of the Working Hours Act, 1982

Weekend / Public Holiday Work Compensation

Swedish legislation does not provide for premium pay for working on a weekly rest day or a public holiday. The collective agreements have such provisions however increased compensation for working on a weekly rest day or a public holiday is provided only if compensatory time-off is not given.

02/13 COMPENSATION

ILO Conventions

Compensation overtime: Convention 01 (1919)

Night work: Convention 171 (1990)

Sweden has not ratified the Conventions 01 & 171.

Summary of Provisions under ILO Conventions

Working overtime is to be avoided. Whenever it is unavoidable, extra compensation is at stake - minimally the basic hourly wage plus all additional benefits you are entitled to. In accordance with ILO Convention 1, overtime pay rate should not be less than one and a quarter times (125%) the regular rate.

Night work means all work which is performed during a period of not less than seven (07) consecutive hours, including the interval from midnight to 5 a.m. A night worker is a worker whose work requires performance of a substantial number of hours of night work which exceeds a specified limit (at least 3 hours). Convention 171 requires that night workers be compensated with reduced working time or higher pay or similar benefits. Similar provisions are found in the Night Work Recommendation No. 178 of 1990.

If a worker has to work on a national/religious holiday or a weekly rest day, he/she should be entitled to compensation. Not necessarily in the same week, provided that the right to a paid compensation is not.

If a worker has to work during the weekend, he/she should thereby acquire the right to a rest period of 24 uninterrupted hours instead. Not necessarily in the weekend, but at least in the course of the following week. Similarly, if a worker has to work on a public holiday, he/she must be given a compensatory holiday. A higher rate of pay for working on a public holiday or a weekly rest day does not take away the right to a holiday/ rest.

Regulations on compensation:

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Source: §14 of the Working Hours Act, 1982

Weekend / Public Holiday Work Compensation

Swedish legislation does not provide for premium pay for working on a weekly rest day or a public holiday. The collective agreements have such provisions however increased compensation for working on a weekly rest day or a public holiday is provided only if compensatory time-off is not given.

03/13 ANNUAL LEAVE & HOLIDAYS

ILO Conventions

Convention 132 (1970) on Holidays with Pay Convention
Conventions 14 (1921), 47 (1935) and 106 (1957) for weekly rest days.
In addition, for several industries, different Conventions apply.

Sweden has ratified the Conventions 14, 47 & 132 only.

Summary of Provisions under ILO Conventions

An employee is entitled to at least 21 consecutive days of paid annual leave. National and religious holidays are not included. Collective agreements must provide at least one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid.

A worker should be entitled to paid leave during national and officially recognized public holidays.

Workers should enjoy a rest period of at least twenty-four consecutive hours in every 7-day period, i.e., a week

Regulations on annual leave and holidays:

- Annual Leave Act (1977:480)
- Act on Public Holidays (1989:253)
- Working Hours Act (1982:673)

Paid Vacation / Annual Leave

An employee is entitled to 25 days of annual leave during an annual leave year, starting from the first year of employment. Annual leave year is the period between April 01 and March 31 of the following year. The corresponding period immediately preceding annual leave year is called qualifying year. Saturday and Sunday as well as the Public Holidays are not counted as annual leave days unless the employee usually works Saturdays and Sundays and leave is shorter than five days.

An employee, who started his/her employment after August 31, is entitled to five days of annual leave. Annual leave is also reduced for short term employees. Although annual leave is available from the first year, the annual leave pay is available only if it has been earned in the year preceding the annual leave year (i.e., the worker must have worked during the qualifying year).

A worker has the right to save/carry over five days of annual leave per year for up to five years in order thus to be able to take a longer holiday in one year. In order to save days of annual leave, a worker must, however, be entitled to more than 20 days of annual leave.

Unless otherwise agreed, the annual leave should be scheduled as such that employees have at least four weeks of annual leave during the period June to August. If the employer decides to schedule the annual leave other than as agreed with the employee or the employee representative, the employer is required to notify the employee at least 2 months before the commencement of the leave.

The annual leave pay is 12% of the income during the qualifying year (year preceding annual leave year).

A worker cannot receive compensation in lieu of annual leave unless in the case of contract termination before utilization of annual leave or in the case of contracts of less than 3 month duration.

Source: Annual Leave Act, 1977

Pay on Public Holidays

Public holidays are paid rest days of religious or memorial nature. Employees are entitled to public holiday benefits for the following 13 public holidays and non-working days.

There is no statutory entitlement for employees to be granted time off, paid or otherwise, when the public holidays fall on a normal working day, or to receive time-off if they work. Such matters are regulated solely by collective agreements or individual contracts.

According to IF Metall agreement (2013-16), employees (unless paid on a daily or weekly basis) are entitled to public holiday pay for the following days, provided that the day falls on Monday to Friday inclusive.

New Year's Day (January 01), Epiphany (January 06), Good Friday (April 18), Easter Sunday, Easter Monday (April 21), May Day (May 01) , Ascension Day (May 29), National Day (June 06), Whit Sunday, Midsummer Eve (June 20), All Saints' Day, Christmas Day (December 25), and Boxing Day (December 26).

Public holiday pay is not payable for fixed-term employment lasting less than one month.

Source: Act No. 253 on Public Holidays, 1989

Weekly Rest Days

Workers are entitled to a minimum uninterrupted rest period of thirty-six hours per week. During the weekly rest period, an employee may not be required to remain at the employer's disposal, although outside the work, as and when the need arises. Employer should strive to schedule weekly rest day on weekends.

Workers are also entitled to rest breaks during which they are not required to remain at the workplace after 5 consecutive hours of work. The number, duration and schedule of such rest breaks is informed by the employer in advance. Young workers are entitled to a rest break of 30 minutes if the work is longer than 4 hours.

As for daily rest, workers are entitled to at least 11 consecutive hours of daily rest which should include the hours between midnight and 5 am. Young workers, who are 16-18 years of age and have completed compulsory schooling, are entitled to a daily rest period of 22:00 and 06:00 or 23:00 and 07:00.

Source: §14 of the Working Hours Act, 1982; Regulation of the National Board of Occupational Safety and Health on young workers

04/13 EMPLOYMENT SECURITY

Regulations on employment security:

- Employment Protection Act (1982:80), last amended in 2016

Written Employment Particulars

The usual form of employment is indefinite term employment (until further notice) except as otherwise agreed. The Employment Protection Act permits fixed term or temporary employment in certain cases. However the rules relating to fixed term contracts are semi discretionary and collective agreements can deviate from these provisions.

The employment contract can be written or oral. Even if there is no requirement of a written contract, the employer is obliged to provide written employment particulars within one month of the commencement of employment. Employer is required to provide all such information on terms and conditions of employment that is of material relevance to the employment contract or employment relationship. However, employer is not bound to provide such information where the period of employment is less than three weeks.

The following written particulars must be provided to the worker: name and addresses of employer and employee, commencement date of employment and workplace; job description, occupational designation or title; type of employment contract (indefinite term or fixed term or probationary contract); notice period, in the case of indefinite term employment; final date of employment and conditions governing its termination in the case of fixed term contracts; length of probationary period; starting rate of pay, employment benefits and wage payment intervals/periods; length of employee working day/week and length of employee's annual leave; and relevant applicable collective bargaining agreement. The employer must give the employee one month's notice of any changes in the above terms.

Source: §4-6 of the Employment Protection Act, 1982; §3 & 4 of the Act No. 421 on upper secondary school apprenticeship employment, 2014

Fixed Term Contracts

According to the Employment Protection Act, fixed term employment is permitted: for a general fixed term employment; for a temporary substitute employment; for a seasonal employment; when the employee has attained the age of 67 years; and the contract for probationary employment (provided that its period does not exceed 06 months).

According to the Act, if an employee during a five year period has been employed for a general fixed term or temporary substitute employment for in aggregate more than two years, the employment is automatically transformed into an indefinite term employment.

Thus the maximum length of a fixed term contract is 02 years with unlimited renewals during this period. Employer is not required to provide objective reasons for concluding a fixed term contract.

Source: §5 & 6 of the Employment Protection Act, 1982

Probation Period

Length of probationary period cannot be greater than six months. Employment can be terminated by either party at any time during the probationary period (term of probationary contract) for any reason unless it is a discriminatory reason as provided under Anti-Discrimination law.

An employer may decide not to offer indefinite term employment to a worker on probation period. In order to do so, employer must notify the worker, with at least two-week notice during the term of probation period, of his intention not to continue employment on expiry of probation period. In the absence of such notice, employment is for infinite term on expiry of probation period.

In the case of terminating an employee during the probationary period, employer must give at least two-week notice.

Source: §6 of the Employment Protection Act, 1982

Notice Requirement

An employment contract may be terminated by mutual consent of both the parties; by employee (with notice or with notice in case employer has failed in fulfilling contractual obligations); termination on objective grounds by the employer with appropriate notice (uppsägning); termination by the employer without notice in case where employee has grossly neglected the contractual obligations/summary dismissal without notice (avskedande); termination during the probationary period; and termination at the age of superannuation (67 years).

The objective reasons include economic, technical or organizational reasons requiring changes in the employer's workforce (shortage of work/redundancy) and circumstances relating to the employee personally (although not clearly defined in the law but generally relating to serious problems with employee's behavior or performance like violence at work, lateness and refusal to follow instructions. Except in the cases of summary dismissal (where no notice period is required), an employer must give following statutory minimum notice before terminating an employment contract: two weeks during the probationary period; one month for less than two years of employment; two months for at least two years but less than four years of employment; three months for at least four but less than six years of employment; four months for at least six but less than eight years of employment; five months for at least eight but less than ten years of employment; and six months for at least ten years of employment.

An employee, while terminating an indefinite employment contract must give a statutory minimum notice period of one month, regardless of his or her length of service. The collective bargaining agreement may provide for different notice periods than the above provisions.

Source: §11 of Employment Protection Act, 1982

Severance Pay

There is no statutory requirement for employers to make any severance or redundancy payment to employees while terminating an employment contract. The only requirement is to pay wages to the employees during the term of notice period. Severance pay is usually stipulated in individual employment contracts and collective agreements. The collective bargaining foundation, TRR Trygghetsrådet, assist employees whose employments have been terminated due to shortage of work. If certain conditions are met (like worker must be 40 and over; at least five year of employment with the employer; must have worked at least five hours a week, workers made redundant due to a shortage of work are entitled to severance pay (Avgångsersättning-AGE).

AGE provides 70% of the previous salary including compensation from the unemployment insurance fund. AGE is payable from 6 months up to 18 months after cessation of employment, depending on the age of the employee.

Source: <https://www.trr.se/uppsagd/ekonomisk-ersattning/age/>

05/13 FAMILY RESPONSIBILITIES

ILO Conventions

Convention 156: Workers with Family Responsibilities Convention (1981)
Recommendation 165: Workers with Family Responsibilities (1981)

Sweden has ratified the Convention 156 only.

Summary of Provisions under ILO Convention

Paternity leave is for the new fathers around the time of childbirth and is usually of shorter duration.

Recommendation (No. 165) provides for parental leave as an option available to either parent to take long leave of absence (paid or unpaid) without resigning from work. Parental leave is usually taken once the maternity and paternity leave have been exhausted. For working parents, laws may define the portion of parental leave that has to be compulsorily taken by fathers or mothers.

Flexible Work Option for Parents / Work-Life Balance Recommendation 165 asks the employers to look into the measures for improving general working conditions through flexible work arrangements.

Regulations on family responsibilities:

- Parental Leave Act (1995:584)
- Social Insurance Code (2010:110)

Paternity Leave

There is a provision of temporary leave in connection with a child birth or adoption. It is referred to as paternity leave. It is designed to be used to attend delivery, care for other children when mother is at the hospital, be in the hospital at the time of childbirth and participate in childcare when the mother comes home. Its duration is 10 days. The leave is doubled for twins and tripled for 3 kids. This leave can be used at any time during the first 60 days after the childbirth. During the term of paternity leave, workers are eligible for eighty percent of earnings up to a ceiling.

Source: *Stillsälling föräldrapenning i samband med barns födelse eller adoption*

Parental Leave

The system of parental leave in Sweden includes maternity leave, full or partial parental leave in the period until a child reaches eight years of age, and leave for the temporary care of a sick child. The parental leave is managed by the Parental Leave Act while the regulations on parental benefit are found in National Insurance Act. Parental leave can be taken on full or part time basis and with or without parental benefits. However, regardless of the parental benefit, parents (one at a time) are entitled to full parental leave during the child's first eighteen months and up to one quarter leave until the child is eight years old or has completed first year at school. There are 480 days of paid leave per family. Both parents are eligible for 240-day leave per parent. Of these 240 days, 195 days per parent are wage based while 45 days per parent are paid at a flat rate. Earlier, 60 days of these 195 were reserved for each parent (mother's quota and father's quota). However, from January 2016, the reserved leave for both parents has been increased from 60 days to 90 days each. The remaining 105 days per parent can be transferred from one parent to another.

Parents can also reduce their normal working hours by one-eighth to three quarters in the period until the child reaches eight years of age to the extent that they have entitlement to parental benefit. Employees wishing to take parental leave must give a notice to their employer at least two months before the intended date of start of leave or, in other circumstances, as soon as practicable. The parental leave, when taken as full days, must not cause a substantial disturbance to the employer's activity.

Employer is not required to pay employees during parental leave. There is a statutory parental benefit. The total entitlement is 480 days per child (increased by 180 days per child in the case of multiple births).

The parental benefit for the first 390 days is equivalent to parent's sickness benefit which is equal to 77.6% of the wages (earnings ceiling of SEK 445, 000). For the

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remaining 90 days, the payment is SEK 180 per day. Parents who are not eligible for wage-related leave receive a flat rate of SEK250 a day for 480 days.

Source: The Parental Leave Act, 1995

Flexible Work Option for Parents / Work-Life Balance

A parent is entitled to a reduction of the normal working hours by up to one quarter (25%) for the care of a child who has not yet reached the age of eight years or who is older but has not yet finished his/her first year of school. However, there is no payment for reduced working hours.

Source: §The Parental Leave Act, 1995

06/13 MATERNITY & WORK

ILO Conventions

An earlier Convention (103 from 1952) prescribed at least 12 weeks maternity leave, 6 weeks before and 6 weeks after birth. However, a later convention (No. 183 from year 2000) requires that maternity leave be at least 14 weeks of which a period of six weeks compulsory leave should be after childbirth.

Sweden has not ratified the Conventions 103 & 183.

Summary of Provisions under ILO Convention

During pregnancy and maternity leave, a worker should be entitled to medical and midwife care without any additional cost.

During pregnancy and while breastfeeding, a worker should be exempt from work that might bring harm to you or your baby.

The total maternity leave should last at least 14 weeks.

During maternity leave, a worker's income should amount to at least two thirds of your preceding salary.

During pregnancy and maternity leave, a worker should be protected from dismissal or any other discriminatory treatment.

Workers have the right to return to same or equivalent position after availing maternity leave.

After childbirth and on re-joining work, a worker must be allowed paid nursing breaks for breast-feeding the child.

Regulations on maternity and work:

- Parental Leave Act (1995:584)
- Social Insurance Code (2010:110)

Free Medical Care

No express provisions regarding medical benefits for pregnant workers could be located. All residents have entitlement to health care and there is no qualifying period. Healthcare includes general medical assistance (including doctor's visits and specialist care), hospital care, physiotherapy and any other medical treatment, dental care and medicine.

No Harmful Work

A female employee, who is expecting a child, has recently given birth to a child or is breast feeding is entitled to be transferred to other work while retaining her employment benefits, provided that she has been prohibited from continuing her regular work under a regulation issued under the Work Environment Act.

A female employee, who is expecting a child and, as a result, cannot carry out physically demanding work duties, is entitled to be transferred to other work while retaining her employment benefits. However, an employee is eligible for transfer only 60 days before the estimated date of delivery.

In the event that the transfer is not practicable, the woman is entitled to leave, insofar as it is necessary to protect her health and safety, though without retaining employment benefits during the period to which the leave relates. That leave would be considered unpaid leave unless the worker wants to use part of her parental leave benefit which is only available from sixtieth day before the expected date of delivery.

A female worker is required to give one month notice to the employer to provide other suitable position as she cannot perform physically demanding tasks due to her pregnancy.

Source: §18-21 of the Parental Leave Act, 1995

Maternity Leave

A female employee is entitled to full leave in connection with her child's birth during a continuous period of at least seven weeks prior to the estimated time for delivery and seven weeks after the delivery. If she is not on leave for another reason, two weeks of this maternity leave is obligatory during the period prior to or after the delivery.

An employer is not under the obligation to pay employees during maternity leave. During the term of maternity leave, a female employee is however entitled to use part of her parental benefit entitlement (from 60 days ahead of expected date of childbirth).

The text in this document was last updated in April 2019. For the most recent and updated text on Employment & Labour Legislation in Sweden in Swedish, please refer to: <https://lonecheck.se/>

From 60 days before the expected date of childbirth, pregnant employees who cannot carry out physically demanding work duties are entitled to be transferred to other work, without loss of pay. If a transfer is not reasonably practicable, the employee is entitled to take leave, during which she receives a state pregnancy benefit, calculated in the same way as statutory sickness benefit. A similar right to transfer or leave applies to employees who are pregnant, have recently given birth or are breastfeeding, and whose work is designated by the public health and safety authorities as entailing particular risks to the health of women in their condition.

Employees who have recently given birth are entitled to an unspecified period of unpaid time off to breastfeed the child.

Income

There is no provision of pay during the 14 weeks leave (7-week pre-natal and 7-week post-natal leave). However, a pregnant worker is eligible of 60 days of leave from her parental before childbirth and this leave is paid at the rate of 77.6% of income. This payment is made through the social insurance funds.

Protection from Dismissals

A worker may not be dismissed (or even disfavoured) because he or she claims or exercises a right to maternity, paternity, adoption and parental leave. If the worker is dismissed, such dismissal is declared null and void. Such employees may also not suffer prejudicial treatment in terms of pay or regarding other conditions of employment.

Source: §16-17 of the Parental Leave Act, 1995

Right to Return to Same Position

An employee has the right to return to same position after availing maternity leave. In accordance with section 15 of the Parental Leave Act, an employee may discontinue her or his leave which has already been commenced and resume her or his work to the same extent as before the leave. If the employee wishes to exercise her or his right to resume work, then he/she has to give notice to the employer to that effect as soon as practicable.

In the event the leave was intended to continue for one month or more, the employer may postpone the resumption by no more than one month after the employer has received notice.

Source: §15 of the Parental Leave Act, 1995

Breastfeeding/ Nursing Breaks

A female employee is entitled to breastfeeding leave however its duration is not clearly mentioned under the law. Similarly, the law also does not indicate the total duration of breastfeeding leave.

Source: §4 of Parental Leave Act, 1995

07/13 HEALTH & SAFETY

ILO Conventions

Most ILO OSH Conventions deal with very specific Occupational Safety hazards, such as asbestos and chemicals.

Convention 155 (1981) is the relevant general convention here.

Labour Inspection Convention: 81 (1947)

Sweden has ratified the Conventions 81 & 155.

Summary of Provisions under ILO Conventions

The employer, in all fairness, should make sure that the work process is safe.

The employer should provide protective clothing and other necessary safety precautions for free.

Workers should receive training in all work-related safety and health aspects and must have been shown the emergency exits.

In order to ensure workplace safety and health, a central, independent and efficient labour inspection system should be present.

Regulations on health and safety:

- Work Environment Act (1977:1160)
- Provisions of the Swedish Work Environment Authority on Use of Personal Protective Equipment, AFS 2001:3

Employer Cares

The Work Environment Act requires that the working environment must be "satisfactory" with regard to the nature of the work and to "social and technical progress in the community". The condition to provide satisfactory work environment not only takes into account the physical aspects (machinery, equipment, noise level, etc) but also other aspects like working conditions, work design and job content. The general obligations of an employer are to: plan and arrange work in such a way it can be carried out in healthy and safe surroundings; take all precautions necessary to prevent health hazards or accident at work, following the principle that everything that can lead to ill health or accidents must be altered or replaced in such a way that the risk is eliminated; And keep facilities, machinery, implements, safety equipment and other technical devices in a good state of repair.

Regulation No. 68 provides for contribution to providers of company's occupational health services to prevent sickness and that in cases of sickness increase workers to return to work. Medical services provided for examination and analysis in laboratory medicine, radiology and clinical physiology that constitutes a part of assessing an employee's ability to work.

Sources: Chapter 3 on General Obligations of Work Environment Act, 1977; Regulation No. 68 on grants to employers for the purchase of work closely support the return to work, 2014

Free Protection

The Work Environment Act requires that Personal Protective Equipment (PPE) including hearing protectors, safety helmets, eye protectors, respiratory protective equipment, diving apparatus, safety shoes, fall protective systems, safety gloves, protective clothing should be used when adequate protection against illness or accidents cannot be achieved by other means. The protective equipment has to be provided by the employer to the worker free of cost. In the case of work on vessels, personal protective equipment is provided by the ship owner, unless someone else by whom the employee is employed has undertaken this responsibility.

Source: §7, Chapter 2 of the Work Environment Act, 1977; Provisions of the Swedish Work Environment Authority on Use of Personal Protective Equipment, AFS 2001:3

Training

Employer is required to ensure that employees acquire a sound knowledge of the conditions in which work is conducted and inform them of the hazards that the work may entail; ensure that employees have received the necessary training and know what measures must be taken for the avoidance of risks in the work; and allow only employees who have received adequate instructions access to areas where there is a evident risk of ill health or accidents.

Source: §3, Chapter 3 of the Work Environment Act, 1977

Labour Inspection System

The Work Environment Authority, an independent organization, is responsible for supervising employers' compliance with legislation and other regulations on health and safety and the working environment (including working hours (Working Hours Act) and the employment of minors). The Authority carries out inspections, either announced or unannounced, on its own initiative or on the basis of reports from safety delegates or other employee representatives.

08/13 SICK LEAVE & EMPLOYMENT INJURY BENEFIT

ILO Conventions

Convention 102 (1952), Conventions 121 (1964) and 130 (1969) concerning Social Security, Employment Injury Benefits and Medical Care and Sickness Benefits

Sweden has ratified the Conventions 102, 121 & 130.

Summary of Provisions under ILO Conventions

A worker's rights to work and income should be protected when illness strikes. The national labour law may provide that sickness benefit may not be paid during the first 3 days of your absence. Minimally, a worker should be entitled to an income during first 6 months of illness. This income should be at least 45 per cent of the minimum wage. (Countries are free to opt for a system which guarantees 60 per cent of the last wages during the first 6 months of illness or even during the first year). A worker must be entitled to paid sick leave.

During illness, a worker should be entitled to medical care without any additional cost. Employees and their family members should have access to the necessary minimal medical care at an affordable cost.

During the first 6 months of illness, a worker should not be fired.

If a worker is disabled due to an occupational disease or accident, he/she must receive a higher benefit. In the case of temporary or total incapacity/disability, a worker may at least be provided 50% of his average wage while in the case of fatal injury, the survivors may be provided with 40% of the deceased worker's average wage in periodical payments.

Regulations on sick leave & Employment Injury Benefits:

- Social Insurance Code (2010:110)

Income

Employees who are absent from work due to sickness are entitled to sick pay for the first 14 days of sickness except the first day, known as the "waiting day". The employer is required by law to pay sick pay to the employees during day 2 - 14 of illness. The benefit payable is 80% of the income.

If an illness persists, the National Insurance Office pays out a cash sickness benefit from the 15th day of the illness. The employer is entitled to require the employee to provide a medical certificate from the eighth day of sickness absence. From the 15th day of sickness absence, the employer must notify the Social Insurance Agency, which then pays the employee statutory sickness benefit, set at 77.6% of the employee's normal pay up to a ceiling. The benefit is payable for a maximum of 364 days in any 450-day period (approximately 15 months). After entitlement to normal sickness benefit is exhausted, the employee may be entitled to extend statutory sickness benefit for up to 550 days, set at around 75% of pay.

There is no minimum income criterion for sick pay, but employees in their first month of work must have been on the payroll for at least 14 days to be entitled to compensation. A worker between the age of 30 and 64 years can receive sickness compensation if your work capacity is permanently impaired by at least a quarter.

Medical Care

All residents have entitlement to health care and there is no qualifying period. Healthcare includes general medical assistance (including doctor's visits and specialist care), hospital care, physiotherapy and any other medical treatment, dental care and medicine.

Job Security

During the first 90 days on sick leave, a worker is entitled to sickness benefits if he/she cannot carry out normal work. After 90 days, a worker is entitled to sickness benefits if he/she cannot perform any work at all for his/her employer. After 180 days, worker is only entitled to sickness benefits if he/she cannot carry out any work at all on the regular labour market.

During an employee's sickness absence, the employer is obliged to take "rehabilitation" measures (such as retraining or adaptation of the employee's work), coordinated by the Social Insurance Agency, aimed at helping the employee return to work, either in his or her previous job or another position.

The annual leave act also provides that sick leave is credited for the purpose of holiday provided that it does not exceed 180 days during the course of a qualifying year. Thus, it appears that a worker's employment is securing at least during the first 180 days of his/her illness.

Source: §17 of the Annual Leave Act, 1977

Disability / Work Injury Benefit

Work injuries may be classified, on the basis of their consequences, as those resulting in: (i) permanent total incapacity (ii) permanent partial incapacity (iii) temporary incapacity and (iv) fatal injury leading to death of a worker.

The temporary disability benefits are the same as sickness benefits. 80% of the insured person's last earning is paid from the 15th day until the 364 in a 450 day period. Period is extendable to 550 days at 75% of the insured person's lost earnings. Employer pays a sickness benefit during the first 14 days (except for the first day, considered as "waiting period").

In the case of permanent total incapacity (100%), workers are entitled to 100% of the lost earnings while in the case of partial disability the benefit is adjusted in proportion to the assessed degree of loss in earning capacity.

In the case of worker's death due to an occupational accident or disease, survivor pension is 45% of the permanent disability benefit the worker received or would have received. Orphan pension is 40% of the permanent disability pension (allowed only till 18 years; 20 years in the case of students. The benefit for orphans increases by 20% with each additional orphan. All survivors' benefits cannot exceed 100% of the pension that a worker would have been entitled to at the time of death. A lump sum amount for funeral grant is also paid.

09/13 SOCIAL SECURITY

ILO Conventions

Social Security (minimum standards): Convention 102 (1952). For several benefits somewhat, higher standards have been set in subsequent Conventions

Employment Injury Benefits: Conventions 121 (1964),

Invalidity, Old age and survivors' benefits: Convention 128(1967)

Medical Care and Sickness Benefits: Convention 130 (1969)

Unemployment Benefits: Convention 168 (1988).

Sweden has ratified the Conventions 102, 121, 128, 130 & 168.

Summary of Provisions under ILO Conventions

In the normal circumstances, the pensionable age may not be set higher than 65 years of age. If retirement age is fixed above 65 years, it should give "due regard to the working ability of elderly persons" and "demographic, economic and social criteria, which shall be demonstrated statistically". Pension can be set as a percentage of the minimum wage or a percentage of the earned wage.

When the breadwinner has died, the spouse and children are entitled to a benefit, expressed as a percentage of the minimum wage, or a percentage of the earned wage. This must at least be 40% of the reference wage.

For a limited period of time, the unemployed has a right to unemployment benefit set as a percentage of the minimum wage or a percentage of the earned wage.

Invalidity benefit is provided when a protected person is unable to engage in a gainful employment, before standard retirement age, due to a non-occupational chronic condition resulting in disease, injury or disability. Invalidity Benefit must at least be 40% of the reference wage.

Regulations on social security:

- Ley General de la Seguridad Social, Real Decreto Legislativo 1/1994, de 20 de junio / General Law on Social Security, as revised by the Royal Legislative Decree 1/1994 of 20th June

Pension Rights

The standard retirement age in Sweden is 65 years (for both males and females). There is both the option of early retirement (61 years) and late retirement (70 years).

Sweden has two types of old age pension: an earnings-based pension and a guaranteed pension.

The guaranteed pension depends on residence in Sweden, and thus does not differentiate between employees and the self-employed. It ensures a minimum pension for those who have a very low earnings-based pension.

The earnings-based pension is available to employees as well as to the self-employed. It is based on lifetime earnings reported to the scheme. The income-related pension system comprises benefits financed on a "pay-as-you-go" basis (the earnings-related old-age pension and the earnings-related supplementary pension) and a funded scheme with individual accounts (premium reserve pension).

There is no qualifying period for the earnings-related old-age pension and the premium reserve pension. Three years of pensionable income is required for the earnings-related supplementary pension, and three years of residence in Sweden for the guaranteed pension.

The basic pension contribution is 16% of the pensionable income. The amount of earnings-related supplementary pension is 60% of the average pensionable income in the 15 best income years. The premium reserve pension is based on contributions corresponding to 2.5% of pensionable income, plus the net returns on the capital thus constituted, which is placed in investment funds selected by the person concerned.

The guaranteed pension is 2.13 times the price base amount (SEK 95 424) for a single person and 1.90 times the base amount (SEK 85120) for a married person. The full guaranteed pension requires 40 years of residence in Sweden between the ages of 25 and 64.

Dependents' / Survivors' Benefit

Relatives of the deceased insured persons are entitled to social insurance benefits payable as transitional pension, orphans pension and widow(er) pension. The transitional pension is usually paid for a period of twelve months after death (extendable for further 12 months if survivor has custody of a child under 18; continues until the youngest child reaches the age of 12 years) while one orphan's pension ranges between 30-35%, depending on the age (12-18 years). If there are more than one

orphans, the pension ranges between 20-25%. The transitional pension is 55% of the deceased person's accrued pension rights.

A widow(er) who cannot receive the transition pension because the deceased had no accrued pension rights, or whose pension is very small, can be paid a survivors' allowance in the amount of 2.13 times the Price base amount if the deceased had 40 years of coverage in Sweden; otherwise, the guarantee is reduced by 1/40 for each year under 40.

Unemployment Benefits

The unemployment insurance in Sweden consists of two parts: the voluntary insurance providing an earnings-related benefit and basic insurance providing a flat rate benefit. The basic conditions for entitlement to unemployment benefit are (i) affiliation to an unemployment insurance fund for at least twelve months (necessary condition for earnings related benefit) or must have worked for at least 6 months (80 hours per month) or for at least 480 hours during a continuous six month period (at least 50 hours per month) during the last 12 month period prior to unemployment (necessary condition for both earnings related benefit and basic insurance benefit).

The basic insurance benefit, paid for a total of 300 days, is SEK 365 per day but is proportionally reduced for workers who work part time, i.e., less than 40 hours a week.

The earnings related benefit is 80% of the income before unemployment during the first 200 days and 70% in the next 100 days. The maximum benefit is SEK 760.

Both types of benefits are paid after a waiting period of 7 days and for five days a week only. The benefits are paid for additional 150 days if the insured person has a child under the age of 18 years.

The unemployment benefit can be suspended for a certain time (10 to 60 days) if the insured person voluntarily leaves employment or is dismissed for misconduct. The daily allowance can also be reduced (25-50%) for a certain time for refusal of a suitable job or training or misconduct that led to the withdrawal of a job offer.

Invalidity Benefits

If a person's working capacity is permanently reduced by 25% or more as a result of illness or of any other physical or mental disability, he/she can obtain sickness compensation or activity compensation. To receive activity compensation there must be a long-term loss of working capacity. Both the sickness and activity compensation are of two types: income related compensation, depending on the contributions paid by the person; and guaranteed compensation available to all residents with low or no income related compensation.

Sickness compensation is granted to persons between the ages of 30 and 64, while activity compensation to persons between the ages of 19 and 29.

The earnings based sickness/activity compensation is 64% of the reference income which is based on average of the gross income for the three best years during a period of five to eight years, depending on a person's age. While sickness compensation is granted for an indefinite period, the activity compensation is always time limited and payable for a maximum of three years at a time.

The guaranteed compensation follows a formula of price base amounts to calculate activity and sickness compensation. The guaranteed activity compensation is provided till the age of 30 years. For those under 21 years, the guaranteed level is 2.10 times the price base amount. After that, the level rises in two year steps by 0.05 times the amount of price base amount up to the age of 30. For guaranteed sickness compensation, the level is 2.40 times the price base amount. Since the price base amount is SEK 44 800(in 2017), the guaranteed level is SEk 107 520.

There is also provision for disability allowance, care allowance for a disabled child, and assistance allowance.

10/13 FAIR TREATMENT

ILO Conventions

Convention 111 (1958) lists the discrimination grounds which are forbidden.

Convention 100 (1952) is about Equal Remuneration for Work of Equal Value.

Sweden has ratified both Conventions 100 & 111.

Summary of Provisions under ILO Conventions

At workplaces, equal pay for men and women for work of equal value is a must, regardless of marital status. Pay inequality based on race, colour, sex, religion, political opinion, national extraction/place of birth or social origin is also forbidden. A transparent remuneration system and the clear matching of pay and position should be in place and to help prevent wage discrimination.

Not clearly provided in ILO Conventions. However, sexual intimidation/harassment is gender discrimination.

An employer can't discriminate against you on in any aspect of employment (appointment, promotion, training and transfer) on the basis of union membership or participation in union activities, filing of a complaint against an employer, race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, temporary absence due to illness, age, trade union membership, disability/HIV-AIDS, or absence from work during maternity leave. (Conventions 111, 156, 158, 159 and 183)

People have the right to work and there can't be occupational segregation on the basis of gender.

Regulations on fair treatment:

- Prohibition of Discrimination of Employees Working Part Time and Employees with Fixed-term Employment Act (2002:293)
- Discrimination Act (2008:567), last amended in 2014 (2014:958)
- Instrument of Government, Swedish Constitution

Equal Pay

The Discrimination Act forbids discrimination in employment, including in the area of remuneration, on the grounds of sex, transgender identity, ethnicity, religion or other belief, disability, sexual orientation and age. Both direct and indirect discrimination in the area of remuneration is prohibited. Employees with fixed term employment or part time employment cannot also be discriminated against and have to be treated equally in all employment matter including pay as employees with indefinite term employment or full time employment. Employers and employee representatives are required by the Act to endeavour to equalise and prevent differences in pay and other terms of employment between women and men who perform equal work or work of equal value, and to promote equal opportunities for pay growth for women and men.

Work is regarded as being of equal value to the other work if it is demonstrated by an overall assessment of the work's requirements and nature. The assessment of the work's requirements must take into account criteria such as knowledge, skills, responsibility and effort. The assessment of the work's nature should take particular account of working conditions.

In order to discover, remedy and prevent unfair gender differences, every year employers must survey and analyse their provisions and practices regarding pay and other terms of employment, and pay differences between women and men performing equal work or work of equal value. The employer must assess whether or not pay differences are directly or indirectly associated with sex. The assessment must address differences between: women and men performing equal work or work of equal value; And groups of employees performing work that is, or are generally considered to be, dominated by women, and a group of employees performing work that is regarded as of equal value to such work but is not, or is not generally considered to be, dominated by women. The law also requires the employer with 25 or more employees to draw up an action plan every year for equal pay in which the employer reports the results of the survey and analysis referred to above. The plan must indicate the pay adjustments and other measures that the employer will take to bring about equal pay.

Source: Prohibition of Discrimination of Employees Working Part Time and Employees with Fixed-term Employment Act (2002:293); Discrimination Act (2008:567)

Sexual Harassment

The Discrimination Act prohibits both harassment and sexual harassment. Harassment is the conduct violating a person's dignity and is associated with one of the grounds of discrimination, i.e., sex, transgender identity or expression, ethnicity, religion or other belief, disability, sexual orientation or age. On the other hand, sexual harassment is defined as the conduct of sexual nature that violates a person's dignity.

If an employer becomes aware of the occurrence of harassment or sexual harassment, he is obliged to investigate the circumstances surrounding the alleged harassment and take all the required measures to stop and prevent harassment in future. Employers are to take measures to prevent and hinder any employee being subjected to harassment or reprisals associated with sex, ethnicity, religion or other belief, or to sexual harassment

An employer cannot subject an employee to reprisal because an employee has either reported harassment/sexual harassment on the part of employer; participated in investigations related to that complaint or has rejected or given in to the harassment or sexual harassment on the part of employer.

The employer's policy on sexual harassment must be in writing and included in the Gender Equality Plan. A victim of sexual harassment may bring the matter to the Equality Ombudsman or the Union which can then bring matter to the court and demand compensation. If an employer violates the prohibitions of discrimination or reprisals or who fails to fulfill his obligations to investigate and take measures against harassment or sexual harassment, he has to pay compensation to the victim. Such compensation may contain a punitive element to deter future harassment/sexual harassment.

Source: Discrimination Act (2008:567)

Non-Discrimination

In accordance with the Discrimination Act, discrimination is prohibited on the grounds of sex, transgender identity or expression (that someone does not identify herself or himself as a woman or a man or expresses by their manner of dressing or in some other way that they belong to another sex), ethnicity (national or ethnic origin, skin colour or other similar circumstance), disability (permanent physical, mental or intellectual limitation of a person's functional capacity including current and future health conditions), sexual orientation (homosexual, bisexual or heterosexual orientation), religion or other belief, and age.

In accordance with Prohibition of Discrimination of Employees Working Part Time and Employees with Fixed-term Employment Act (2002:293), workers on part time employment as well as fixed term employment cannot be discriminated against in all employment related matters. Moreover, in accordance with the Discrimination Act, employers are required to help enable both female and male employees to combine employment and parenthood.

The Discrimination Act is applicable to any person who is: (1) an employee; (2) a job applicant; (3) applying for or carrying out a traineeship; or (4) is available to perform work or is performing work as temporary or borrowed labour.

The Discrimination Act prohibits both direct and indirect discrimination. Direct discrimination occurs when a difference in treatment is directly based on one of the above grounds and cannot be reasonably and objectively justified. Indirect discrimination occurs when someone is disadvantaged by the application of a seemingly neutral provision, a criterion or a procedure unless the provision, criterion or procedure has a legitimate purpose and the means that are used are appropriate and necessary to achieve that purpose. Similarly, it is considered discriminatory if employer has not arranged reasonable accommodation to meet the needs of disabled employees.

An employer may not instruct an employee to discriminate against the other employee. Affirmative action is also allowed under the Act.

In accordance with the Swedish Constitution (Instrument of Government), no act of law or other provision may imply the unfavourable treatment of anyone because they belong to a minority group by reason of ethnic origin, colour, or other similar circumstances or on account of their sexual orientation. Unfavourable treatment on the ground of gender, unless it forms part of efforts to promote equality between men and women is also prohibited under article 13 of the Instrument of Government.

Swedish Discrimination Act, with amendments made in 2014 and applicable from 01 January 2015, now states that if the employer does not provide reasonable accommodation with regard to the access to the workplace (which would have made access to the workplace equal to the disabled person), he/she is discriminating the worker on the ground of disability. The reasonable accommodation measure must relate to the economic and practical circumstances of the case, the duration and scope of the relationship between the employer and the individual and other aspects.

Under the Whistleblower Protection Act, effective as of 1 January 2017, provides enhanced protection to the whistleblowers and employers are prevented from taking any detrimental action against the said employee as a result of the said disclosure. The legislation protects employees and temporary workers who report serious wrongdoings in their employer's business from retaliation and victimization. However, these protections are applicable to only those who have blown the whistle in good faith (justified reasons) and have reported a serious anomaly. The law also requires that the issue should be raised internally (through a trade union or worker representative). If a reasonable action is not taken or the whistleblower has legitimate reasons to bypass the process, such whistleblower is protected against remedies for informing a supervisory authority or media.

Source: §2, Chapter 2 of the Swedish Constitution; § 4 & 5 of the Discrimination Act (2008:567); Fixed-term Employment Act (2002:293); Whistleblower Protection Act (2016:749)

Equal Choice of Profession

Workers have the right to choice of profession however limitations affecting the right to trade or practice a profession may be introduced only in order to protect pressing public interests and never solely in order to further the economic interests of a particular person or enterprise.

Source: §17 of the Chapter 2 of the Swedish constitution (Instrument of Government)

11/13 MINORS & YOUTH

ILO Conventions

Minimum Age: Convention 138 (1973)

Worst Forms of Child labour: Convention 182 (1999)

Sweden has ratified both Conventions 138 & 182.

Summary of Provisions under ILO Conventions

At workplaces, children may not be forced to perform work that could harm their health and hampers their physical and mental development.

All children should be able to attend school. Once this is safeguarded, there is no objection against children performing light jobs between the ages of 12 and 14. The general minimum age is 15 years however developing countries may set this at 14 years. The minimum age for hazardous work, work that is likely to jeopardize the health, safety or morals of young persons, is 18 years. It can also be set at a lower level of 16 years under certain circumstances

Children should not be employed in a work that is likely to harm the health, safety or morals of children. It is considered one of the worst forms of child labour. The minimum age for such hazardous work is 18 years.

Regulations on minors and youth:

- Work Environment Act (1977:1160)

Minimum Age for Employment

A minor may not be engaged in work as an employee or in any other capacity until he/she has reached the age of 16 years or has completed the compulsory schooling. A minor who has attained the age of 13 may be engaged for, or carry out, light work that will not have a detrimental effect on the minor's health, development or schooling. The Merchant Seaman Act (H1973:282H) and the Vessel Safety Act (H2003:364H) contain special provisions on minimum age for work on vessels.

Source: Chapter 5 of the Work Environment Act (1977:1160); The Merchant Seaman Act (H1973:282H); the Vessel Safety Act (H2003:364H)

Minimum Age for Hazardous Work

Minimum age for hazardous work is 18 years. A minor (under the age of 18 years) may not be engaged for, or carry out, work in a manner involving a risk of accident or of over-exertion or any other harmful effect on the minor's health or development.

The concerned authorities may make regulations concerning conditions for or the prohibition of a minor being engaged for, or carrying out, work involving a substantial risk of accidents or over-exertion or other harmful effects on the minor's health or development.

Source: Chapter 5 of the Work Environment Act (1977:1160)

12/13 FORCED LABOUR

ILO Conventions

Forced labour: Conventions 29 (1930)

Abolition of Forced labour: Conventions 105 (1957)

Forced labour is the work one has to perform under threat of punishment: forfeit of wages, dismissal, harassment or violence, even corporal punishment. Forced labour means violation of human rights.

Sweden has ratified both Conventions 29 & 105.

Summary of Provisions under ILO Conventions

Except for certain cases, forced or compulsory labour (exacted under the threat of punishment and for which you may not have offered voluntarily) is prohibited.

Employers have to allow workers to look for work elsewhere. If a worker is looking for work elsewhere, he/she should not be shortened on wages or threatened with dismissal. (In the reverse cases, international law considers this as forced labour).

If the total working hours, inclusive of overtime exceed 56 hours per week, the worker is considered to be working under inhumane working conditions.

Regulations on forced labour:

- The Swedish Penal Code (1962:700) amended by (SFS 2010:371)

Prohibition on Forced and Compulsory Labour

Forced labour is prohibited under the Penal Code.

A person who, in a way other than by kidnapping, by unlawful coercion, deception, abuse of someone's vulnerability or by any other improper means recruits, transports, transfers, houses or receives a person in order that he or she be exploited for sexual purposes, removal of organs, military service, forced labour or other activity in a situation of distress for the victim, is convicted of trafficking and sentenced to minimum two and maximum ten years' imprisonment.

A person who commits a similar act against a person under the age of eighteen years is sentenced for trafficking even if no improper means referred to therein have been used.(SFS 2010:371)

Source: §1(A), Chapter 4 of the Swedish Penal Code (1962:700) amended by (SFS 2010:371)

Freedom to Change Jobs and Right to Quit

Workers have the right to choice of profession. Workers have the right to change jobs after serving necessary notice of one month. For more information on this, please refer to the section on employment security.

Source: §17 of the Chapter 2 of the Swedish constitution (Instrument of Government)

Inhumane Working Conditions

The normal working hours of fulltime employees is 40 hours per week. Where the nature of work or working conditions so require, normal weekly hours may exceed 40 as long as an average of 40 hours is maintained over a reference period of not more than four weeks. An employee may not normally work more than 48 hours' overtime during a four-week period; or 50 hours' overtime during a calendar month; or 200 hours' overtime per year. Overtime in excess of general overtime may be worked up to a maximum of 150 hours per employee over a calendar year if there are special grounds for doing so and no other reasonable solution has been possible. However, together, extra overtime and general overtime may not exceed 48 hours per employee over a period of four weeks, or 50 hours over a calendar month. In the event of natural disasters/emergencies, overtime hours worked are considered emergency overtime and are not counted in the usual overtime hours for payment purposes. An employee's total working time, including overtime, must not exceed 48 hours per week on average over a reference period of up to four months.

13/13 TRADE UNION

ILO Conventions

Freedom of association and protection of the right to organize:
Convention 87 (1948)

Right to Organize and Collective Bargaining: Convention 98 (1949)

Sweden has ratified both Conventions 87 & 98.

Summary of Provisions under ILO Conventions

Freedom of association means freedom to join a trade union. This is part of the fundamental human rights. Employees may not be put at a disadvantage when they are active in the trade union outside working hours. The list of exclusions for sectors of economic activity and workers in an organization should be short.

Trade unions are entitled to negotiate with employers on term of employment without hindrance. The freedom of a trade union to negotiate with employers to try and conclude collective agreements is protected. (The ILO has a special procedure for handling complaints from unions about violation of this principle).

Workers have the right to strike in order to defend their social and economic interests. It is incidental and corollary to the right to organize provided in ILO convention 87.

Regulations on trade unions:

- Instrument of Government
- Trade Union Representatives (Status at the Workplace) Act (1974:348)
- Employment (Co-Determination in the Workplace) Act (1976:580)

Freedom to Join and Form a Union

The individual employee and employer are granted the right to join and become members of associations, and to engage in activities through these associations without hindrance from the other side. Employees are entitled to establish, belong to and participate in trade unions ("employees' organisations") and to exercise union membership rights. Employers must not subject employees to detriment for exercising their right of association, or induce them not to exercise it. The Right of Association is also protected under the Instrument of Government.

If an employer takes action against an employee as a result of his or her membership or activity in a trade union, he/she is liable for damages. The right of association may not be infringed. 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. The employer must not prevent trade union representatives from performing their duties. It must provide them with premises at the workplace and reasonable paid time off to perform their duties (which must be scheduled so as not to cause any significant impediment to the proper performance of the representatives' work), plus unpaid leave to carry out related activities.

Source: §1 of the Chapter 2 of the Constitution (the Instrument of Government); Trade Union Representatives (Status at the Workplace) Act No. 348 of 1974; §7-9 of Employment (Co-Determination in the Workplace) Act No. 580 of 1976

Freedom of Collective Bargaining

A collective agreement is defined by the Co-determination Act as an agreement in writing between an employers' organisation or an employer and a trade union in respect of conditions of employment or other aspects of the employment relationship.

Collective agreements are binding only on the signatories and on their members in the case of employers' organizations and trade unions as there is no system for declaring collective agreements binding on employers or employees that are not members of signatory organizations.

Collective agreements play the key role in regulation of the employment relationship in Sweden. In many areas, including working time; rest breaks and periods; annual leave; information and consultation; and notice period agreements are permitted by

law to deviate from what is provided under the legislation.

Source: §23-40 of the Employment (Co-Determination in the Workplace) Act No. 580 of 1976

Right to Strike

In accordance with article 14 of the Swedish Constitution (Instrument of Government), a trade union or an employer or employers' association is entitled to take industrial action unless otherwise provided in an act of law or under an agreement.

A general statutory labour stability or peace obligation applies during the term of a collective agreement. It is unlawful for employees and employers bound by a collective agreement to initiate or participate in a strike, lock-out, blockade/picketing, boycott or comparable industrial action with the aim of: exerting pressure in a dispute over the validity, existence or correct interpretation of the agreement, or about whether or not a particular action is contrary to the agreement; bringing about an amendment to the agreement; introducing a provision that would enter into force after termination of the agreement; or supporting another party that is not permitted to take industrial action. However, the above prohibition does 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.

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.

An employer may not, as an industrial action or as a part of an industrial action or as a consequence of employee participation in a strike or other industrial action, withhold pay or other remuneration for work that has been performed and which is due and payable.

Source: §41 onwards of Employment (Co-Determination in the Workplace) Act No. 580 of 1976



DECENT WORK QUESTIONNAIRE

DECENTWORKCHECK.ORG

Check

Decent Work Check Sweden is a product of WageIndicator.org and
www.lonecheck.se



National Regulation exists



National Regulation does not exist

01/13 Work & Wages

	NR	Yes	No
1. I earn at least the minimum wage announced by the Government		<input type="checkbox"/>	<input type="checkbox"/>
2. I get my pay on a regular basis. (daily, weekly, fortnightly, monthly)		<input type="checkbox"/>	<input type="checkbox"/>

02/13 Compensation

3. Whenever I work overtime, I always get compensation <i>(Overtime rate is fixed at a higher rate)</i>		<input type="checkbox"/>	<input type="checkbox"/>
4. Whenever I work at night, I get higher compensation for night work		<input type="checkbox"/>	<input type="checkbox"/>
5. I get compensatory holiday when I have to work on a public holiday or weekly rest day		<input type="checkbox"/>	<input type="checkbox"/>
6. Whenever I work on a weekly rest day or public holiday, I get due compensation for it		<input type="checkbox"/>	<input type="checkbox"/>

03/13 Annual Leave & Holidays

7. How many weeks of paid annual leave are you entitled to?*		<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> 3 <input type="checkbox"/> 4+
8. I get paid during public (national and religious) holidays		<input type="checkbox"/>	<input type="checkbox"/>
9. I get a weekly rest period of at least one day (i.e. 24 hours) in a week		<input type="checkbox"/>	<input type="checkbox"/>

04/13 Employment Security





10. I was provided a written statement of particulars at the start of my employment		<input type="checkbox"/>	<input type="checkbox"/>
11. My employer does not hire workers on fixed terms contracts for tasks of permanent nature <i>Please tick "NO" if your employer hires contract workers for permanent tasks</i>		<input type="checkbox"/>	<input type="checkbox"/>
12. My probation period is only 06 months		<input type="checkbox"/>	<input type="checkbox"/>
13. My employer gives due notice before terminating my employment contract (or pays in lieu of notice)		<input type="checkbox"/>	<input type="checkbox"/>
14. My employer offers severance pay in case of termination of employment <i>Severance pay is provided under the law. It is dependent on wages of an employee and length of service</i>		<input type="checkbox"/>	<input type="checkbox"/>

05/13 Family Responsibilities





15. My employer provides paid paternity leave <i>This leave is for new fathers/partners and is given at the time of child birth</i>		<input type="checkbox"/>	<input type="checkbox"/>
16. My employer provides (paid or unpaid) parental leave <i>This leave is provided once maternity and paternity leaves have been exhausted. Can be taken by either parent or both the parents consecutively.</i>		<input type="checkbox"/>	<input type="checkbox"/>
17. My work schedule is flexible enough to combine work with family responsibilities <i>Through part-time work or other flex time options</i>		<input type="checkbox"/>	<input type="checkbox"/>

06/13 Maternity & Work





18. I get free ante and post natal medical care		<input type="checkbox"/>	<input type="checkbox"/>
19. During pregnancy, I am exempted from nightshifts (night work) or hazardous work		<input type="checkbox"/>	<input type="checkbox"/>
20. My maternity leave lasts at least 14 weeks		<input type="checkbox"/>	<input type="checkbox"/>

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 21. | During my maternity leave, I get at least 2/3rd of my former salary |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. | I am protected from dismissal during the period of pregnancy
<i>Workers can still be dismissed for reasons not related to pregnancy like conduct or capacity</i> |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. | I have the right to get same/similar job when I return from maternity leave |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. | My employer allows nursing breaks, during working hours, to feed my child |  | <input type="checkbox"/> | <input type="checkbox"/> |





07/13 Health & Safety

- | | | | | |
|-----|--|---|--------------------------|--------------------------|
| 25. | My employer makes sure my workplace is safe and healthy |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. | My employer provides protective equipment, including protective clothing, free of cost |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 27. | My employer provides adequate health and safety training and ensures that workers know the health hazards and different emergency exits in the case of an accident |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 28. | My workplace is visited by the labour inspector at least once a year to check compliance of labour laws at my workplace |  | <input type="checkbox"/> | <input type="checkbox"/> |









08/13 Sick Leave & Employment Injury Benefits

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 29. | My employer provides paid sick leave and I get at least 45% of my wage during the first 6 months of illness |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 30. | I have access to free medical care during my sickness and work injury |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 31. | My employment is secure during the first 6 months of my illness |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 32. | I get adequate compensation in the case of an occupational accident/work injury or occupational disease |  | <input type="checkbox"/> | <input type="checkbox"/> |

09/13 Social Security

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 33. | I am entitled to a pension when I turn 60 |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 34. | When I, as a worker, die, my next of kin/survivors get some benefit |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 35. | I get unemployment benefit in case I lose my job |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 36. | I have access to invalidity benefit in case I am unable to earn due to a nonoccupational sickness, injury or accident |  | <input type="checkbox"/> | <input type="checkbox"/> |

10/13 Fair Treatment

- | | | | | |
|-----|--|---|--------------------------|--------------------------|
| 37. | My employer ensure equal pay for equal/similar work (work of equal value) without any discrimination |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 38. | My employer take strict action against sexual harassment at workplace |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 39. | I am treated equally in employment opportunities (appointment,promotion, training and transfer) without discrimination on the basis of:* |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Sex/Gender |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Race |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Colour |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Religion |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Political Opinion |  | <input type="checkbox"/> | <input type="checkbox"/> |

* For a composite positive score on question 39, you must have answered "yes" to at least 9 of the choices.

Nationality/Place of Birth		<input type="checkbox"/>	<input type="checkbox"/>
Social Origin/Caste		<input type="checkbox"/>	<input type="checkbox"/>
Family responsibilities/family status		<input type="checkbox"/>	<input type="checkbox"/>
Age		<input type="checkbox"/>	<input type="checkbox"/>
Disability/HIV-AIDS		<input type="checkbox"/>	<input type="checkbox"/>
Trade union membership and related activities		<input type="checkbox"/>	<input type="checkbox"/>
Language		<input type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation (homosexual, bisexual or heterosexual orientation)		<input type="checkbox"/>	<input type="checkbox"/>
Marital Status		<input type="checkbox"/>	<input type="checkbox"/>
Physical Appearance		<input type="checkbox"/>	<input type="checkbox"/>
Pregnancy/Maternity		<input type="checkbox"/>	<input type="checkbox"/>
40 I, as a woman, can work in the same industries as men and have the freedom to choose my profession		<input type="checkbox"/>	<input type="checkbox"/>

11/13 Minors & Youth

41. In my workplace, children under 15 are forbidden		<input type="checkbox"/>	<input type="checkbox"/>
42. In my workplace, children under 18 are forbidden for hazardous work		<input type="checkbox"/>	<input type="checkbox"/>

12/13 Forced Labour

43. I have the right to terminate employment at will or after serving a notice		<input type="checkbox"/>	<input type="checkbox"/>
44. My employer keeps my workplace free of forced or bonded labour		<input type="checkbox"/>	<input type="checkbox"/>
45. My total hours of work, inclusive of overtime, do not exceed 56 hours per week		<input type="checkbox"/>	<input type="checkbox"/>

13/13 Trade Union Rights

46. I have a labour union at my workplace		<input type="checkbox"/>	<input type="checkbox"/>
47. I have the right to join a union at my workplace		<input type="checkbox"/>	<input type="checkbox"/>
48. My employer allows collective bargaining at my workplace		<input type="checkbox"/>	<input type="checkbox"/>
49. I can defend, with my colleagues, our social and economic interests through "strike" without any fear of discrimination		<input type="checkbox"/>	<input type="checkbox"/>

Results

Your personal score tells how much your employer lives up to national legal standards regarding work. To calculate your DecentWorkCheck, you must accumulate 1 point for each YES answer marked. Then compare it with the values in Table below:



is your amount of "YES" accumulated.

Sweden scored 39 times "YES" on 49 questions related to International Labour Standards

If your score is between 1 - 18

This score is unbelievable! Does your employer know we live in the 21st century? Ask for your rights. If there is a union active in your company or branch of industry, join it and appeal for help.

If your score is between 19 - 38

As you can see, there is ample room for improvement. But please don't tackle all these issues at once. Start where it hurts most. In the meantime, notify your union or WageIndicator about your situation, so they may help to improve it. When sending an email to us, please be specific about your complaint and if possible name your employer as well. Also, try and find out if your company officially adheres to a code known as Corporate Social Responsibility. If they do, they should live up to at least ILO standards. If they don't adhere to such a code yet, they should. Many companies do by now. You may bring this up.

If your score is between 39 - 49

You're pretty much out of the danger zone. Your employer adheres to most of the existing labour laws and regulations. But there is always room for improvement. So next time you talk to management about your work conditions, prepare well and consult this DecentWorkCheck as a checklist.