

**Agreement on Efficiency and Participation<sup>1</sup>**  
**between the Swedish Employers' Confederation (SAF)<sup>2</sup>,**  
**the Swedish Trade Union Confederation (LO),**  
**and the Federation of Salaried Employees**  
**in Industry and Services (PTK)**

**15 April 1982**

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<sup>1</sup> In this text the Agreement on Efficiency and Participation will be hereinafter referred to as “the Agreement”.

<sup>2</sup> SAF, the employer organization, changed its name to the Confederation of Swedish Enterprise (Svenskt Näringsliv) in March 2001.

## **Preface**

The Swedish rules on employee participation are contained in the 1976 Swedish Joint Regulation Act (Medbestämmandelagen, MBL otherwise translated as the Co-determination in the Workplace Act).

The Joint Regulation Act indicates collective agreements as the principal method for defining employee participation in the enterprise. This Act has been extended and further developed in the Agreement on Efficiency and Participation, which is a collective agreement between the Confederation of Swedish Enterprise, formerly SAF (the Swedish Employers' Confederation) and, on the employee side, the Swedish Trade Union Confederation (LO) and the Federation of Salaried Employees in Industry and Services (PTK).

The Agreement on Efficiency and Participation covers three development areas:

- Work organisation development.
- Technical development.
- Financial and other resources of the enterprise.

On 9 September 1985 the parties concluded a further agreement, the Agreement on Suggestion Schemes, pursuant to Article 5 of the Negotiation Protocol of 15 April 1982. That agreement is not included in the present publication.

In any dispute concerning the meaning of the agreement, the Swedish version of the same shall apply.

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15 April 1982

## Minutes of Negotiations

<b>Subject</b>	Agreement on Efficiency and Participation between SAF, LO and PTK
<b>Parties</b>	The Swedish Employers' Confederation (SAF) <sup>1</sup> The Swedish Trade Union Confederation (LO) The Federation of Salaried Employees in Industry and Services (PTK)
<b>Place</b>	Premises of the Swedish Employers' Confederation in Stockholm
<b>Present from SAF</b>	Curt Nicolin (chairman), Olof Ljunggren, Lars-Gunnar Albåge, Lennart Grafström (secretary) and Jan-Peder Norstedt
<b>from LO</b>	Gunnar Nilsson, Stig Malm, Harry Fjällström and Bosse Bergnéhr
<b>from PTK</b>	Ingvar Seregard, Sten Olof Heldt and Stig Ahlin

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### § 1 Agreement

The chairman stated that an agreement had been reached concerning the enclosed Agreement on Efficiency and Participation between SAF, LO and PTK.

### § 2 Undertakings of the contracting parties

SAF, LO and PTK shall work actively for the adoption of the Agreement on Efficiency and Participation (hereinafter the Agreement) by the employers' associations and the trade unions. The Agreement can be adapted practically in whole or in part for individual association/union areas.

The contracting parties are recommended to follow and promote the application of the Agreement.

The Agreement shall apply at association/union level once the concerned LO Union and PTK Union have adopted it, except where otherwise agreed upon between the employer association and the trade unions concerned.

The parties are agreed that § 4 of these Minutes of Negotiations shall apply as a collective agreement in the respective association/union area in conjunction with the Agreement coming into effect at the association/union level.

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<sup>1</sup>SAF, the employer organization, changed its name to the Confederation of Swedish Enterprise (Svenskt Näringsliv) in March 2001.

**Note in the Minutes:** If PTK unions representing at least two-thirds of the total number of PTK members in the area of the Agreement in question adopt the Agreement unchanged, it shall also apply to the other PTK unions.

### **§ 3 Contractors**

Developments in the contract labour field are among the matters that SAF, LO and PTK shall follow actively in the Efficiency and Participation Development Council.

### **§ 4 Aims and direction of business operations**

Provisions of section 2 of the Joint Regulation Act (MBL)<sup>1</sup> stipulate certain exceptions from the application of the law regarding the aims and direction of business operations. This applies, for instance, to co-operative businesses. The Efficiency and Participation Development Agreement does not cover matters that are exempted under section 2 MBL from the compass of the Act.

### **§ 5 Continuation of negotiations concerning suggestion schemes**

The parties are agreed about the importance of development and modernization of suggestion schemes. The parties will continue negotiations with the object of reaching an agreement on this subject. The negotiations shall be conducted with due expedition.

**NB: 09-09-1985.** Negotiations concerning the above-mentioned subject have been completed and an agreement concluded in accordance with §18 and Appendix 1.<sup>2</sup>

### **§ 6 Further development of the Agreement**

The parties are agreed on examining the need to develop this Agreement further within certain additional efficiency and participation development area(s). Such further development may, depending on the nature of the subject, take place through the appointment of working groups and/or by means of supplementary negotiations.

**NB:** LO and PTK have stated that they intend to bring up matters relating to personnel policy for negotiation.

Secretary: Lennart Grafström

Minutes approved:

Curt Nicolin	Olof Ljunggren	Lars-Gunnar Albåge	Jan-Peder Norstedt
Gunnar Nilsson	Stig Malm	Harry Fjällström	Bosse Bergnéhr
Ingvar Seregard	Sten-Olof Heldt	Stig Ahlin	

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<sup>1</sup> Medbestämmandelagen, MBL, (SFS 1976:580) here referred to as the Joint Regulation Act, is also translated as the Employment (Co-Determination in the Workplace) Act.

<sup>2</sup> Such an agreement was concluded between the contracting parties in 1985.

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# **AGREEMENT ON EFFICIENCY AND PARTICIPATION BETWEEN SAF, LO AND PTK**

## **Common Values**

Developing and improving the efficiency of the business enterprise are, together with safeguarding employment, matters of common interest to the company and its employees. By concluding this general agreement, SAF, LO and PTK wish to express the common values upon which the parties are agreed as regards improving the efficiency of the company, its profitability and competitiveness, and as regards creating conditions for employment, security and advancement at work.

Moreover, the parties wish to state their common view that stronger employee involvement in the company's activities will mean making better use of the expertise, skills and experience of the employees. By means of this general agreement conditions are established for developing participation on matters affecting the general progress of the firm and the more immediate, day-to-day issues within the firm.

## **Efficiency, profitability and competitiveness**

SAF, LO and PTK are agreed that efficiency, profitability and competitiveness require constant development in all aspects and at all levels of the company's activities (production, administration, purchasing, selling, marketing, etc.). The process of improving efficiency calls for active participation by all who work for the company, i.e. the management, the employees and their trade union representatives. This has considerable importance for safeguarding employment.

Technical development and ongoing change may mean that the organization of work and the working tasks at a workplace will change too, so that some working tasks will disappear, whereas new ones will be created. It is important that the employer be involved in the training of the employees for the new jobs that are created by the process of change at the workplace.

## **Developing practical and flexible ways of participation in the companies' activities**

Co-operation in a spirit of trust between the employees' trade union representatives and the employer's representatives is critical for the successful development of work and participation.

SAF, LO and PTK are agreed that decentralisation, delegation of responsibility and decision-making create conditions in which decisions can be made as far down in the organisation as possible. The parties are also agreed that this increases the chances of achieving the objectives of this Agreement.

On the basis of the Joint Regulation Act, other laws, this general Agreement, as well as other agreements practical and flexible co-operation and short contact lines should be the goal. This is a necessary condition for natural and trustful co-operation and participation.

The formulation of the local agreements that will follow this general Agreement will depend on the size of the companies involved, the business sector they belong to and their organisational structure.

## **General Provisions**

### **§ 1 The Joint Regulation Act and practical experience connected with its application**

The Joint Regulation Act (MBL) provides the foundation for this Agreement. The Agreement is to be seen as a kind of supplementation of the Act and its further development with the object of promoting efficiency and participation within the company. The Agreement and the local agreements that are reached on the basis thereof shall therefore not restrict rights and responsibilities under current laws and agreements.

Joint regulation is exercised by the local trade union organisations through negotiations and/or local joint regulation procedures in accordance with this Agreement. Joint regulation issues that are not expressly regulated in this general Agreement through modification of the whole business sector at association/union level, or in local agreements, are subject to the Joint Regulation Act.

**Comment:** An essential element on which this Agreement is based is the practical experience that has been gained by companies' application of MBL. The already existing systems of co-operation for the promotion of the company's development and its joint regulation practices which work well in the view of the local parties should be retained and, where necessary, modified and developed.

**NB:** The parties emphasise that collaboration between LO and PTK, locally as well as centrally, forms an important principle on which this Agreement is based.

SAF notes that LO and PTK have concluded an agreement on "Trade union co-ordination of joint regulation issues" concerning co-operation between each other.

## **Development of the company**

### **§ 2 Goals and direction of development activities**

#### **Item 1 Several goals**

Developing and improving the efficiency of the firm, together with safeguarding employment, are matters of common interest to the company and its employees. Development activities in a company have several objectives. High efficiency in all the units and at all the levels of the company is critical for its competitiveness and for securing and safeguarding employment. Furthermore, the work and the working environment shall be organised on the basis of the conditions laid down in laws and agreements concerning a sound working environment. The organisation of the work and the jobs of individual employees shall be so designed as to give the employees as absorbing and as stimulating a job situation as possible. Equal opportunity for men and women is also an important objective.

#### **Item 2 Development areas**

For a company to be successful development efforts of many kinds are required at all the levels of the company and with relation to all its functions. This Agreement covers three development areas, namely:

- Developing the organisation of work (§ 3)
- Technical development (§ 4)
- The company's economic situation and its resources (§ 5)

If the employer or the trade union organisations at the company so request, the local parties shall negotiate about the principles of development work in the ways described in § 8. The

parties shall seek to reach a common standpoint concerning the ways in which regular development work shall be carried out.

### **§ 3        Developing the organisation of work**

#### **Item 1     General aims**

The work organisation must be constantly developed at all levels in order to increase the company's strength and competence, and thereby contribute to promoting employment and security of employment. Developing the work organisation also provides opportunities for making better use of the expertise, skills and experience of the employees. Jobs, management practices, and control systems that stimulate and involve the employees shall constitute the goals sought after here.

**Comment:** If the local trade union organisations so request, the structure of the existing work organisation at the company shall be accounted for and discussed.

#### **Item 2     Working practices promoting development**

Different kinds of working practices promoting development shall be aimed at, so that the knowledge of individual employees about their work can progress and their working experience grow, making them capable of accepting more demanding and responsible jobs.

It is vital that jobs and the organisation of work are designed on the basis of the employees' needs and the requirements connected with a sound working environment.

#### **Item 3     Changes in the organisation of work**

The employer and the trade union organisations shall work together for the creation of an organisation of work in accordance with the provisions of § 2 Item 2. In doing so, their aim shall be to achieve joint regulation designed in a way that will entail more influence and responsibility for the employees in their work.

In most cases this will require changes in and development of organisation of work and working practices. Decentralisation and delegation of responsibilities are therefore of crucial importance.

The employees should be given an opportunity of participating in the planning of their own work. Discussions with their superiors and colleagues and careful consideration of their common working tasks and opportunities for the delegation of responsibility within clearly delineated areas should be important aspects of participation. Responsibility and decision-

making powers can be delegated within an organisational unit and within well-defined sections to a group of employees who will organise their work together by themselves.

#### **Item 4**

Developing the organisation of work can include measures that will improve, for example, productivity, introduce and organize group work, make job rotation possible or enhance and enrich jobs.

#### **Item 5 Information, experience and ideas**

The employees shall, individually or in groups, be given proper information – primarily by their immediate superior - about conditions at the workplace that affect their own jobs, as well as about general matters concerning the company. The employees shall be given the opportunity of participating in the design of their own job situation, as well as in the changes and development work that will affect their own jobs.

The suggestions and ideas of the employees are an important element of the development work. The employees should be stimulated to play an active part in problem solving, whether approached individually or in groups. Areas of importance are in this context efficiency, rationalisation, planning, organisation of work, technical development and energy-saving measures.

**Comment:** An individual employee is always entitled to bring up an issue at the workplace and/or before the trade union organisation.

It has been shown that when the conditions so permit, workplace meetings are a good way of exchanging ideas and information, as set out in this Item.

### **§ 4 Technical development**

#### **Item 1 General aims**

The parties are in agreement that both day-to-day as well as more extensive technical modernisations offer many opportunities that must be exploited if the company is to survive, achieve success and in this way provide jobs and security of employment. Investments make it possible to improve productivity and create opportunities for the introduction of new production systems, utilization of modern technology, development of expertise and skills of the employees, increasing thereby the competitiveness of the company.

## **Item 2     Stimulating work**

When introducing technological changes one should strive to make jobs as meaningful as possible, providing also opportunities for the employees to improve their skills and take greater responsibility for their work. The employees' knowledge and skills should be exploited, and cooperation and contacts with their colleagues should be stimulated.

## **Item 3     Major changes**

When technical modifications involving major changes for the employees are being planned, the trade union organisations shall participate. Such participation shall take place in accordance with the provisions of §§ 7 or 8.

The employer shall account for the assessments underlying the new technology, as well as the technical, economic, work environmental, and employment consequences that can be foreseen and, if necessary, make proposals for appointing project groups.

## **Item 4     Training and information**

It is important that the employees are given opportunities for further development of their vocational expertise and skills. The company shall provide at the earliest possible moment training for the new working tasks created by the new technology. Such training shall be provided at the expense of the company and without any change in the employees' pay and employment conditions.

**Comment:** Concerning information, see § 3 Item 5.

## **§ 5            The economic situation of the company and its resources**

### **Item 1     General aims**

Information about and access to the company's economic situation are two important prerequisites for co-operation, influence and development work. The employees' experience and knowledge, relating, for example, to production equipment, quality, working methods, and purchasing, can thereby be put to good use. This will contribute to improving the competitiveness of the company.

For a company to be able to develop, investments are necessary. The amount and nature of the company's investments depend, for example, on its size and type of industrial

activity it is involved in. Investments may relate to, for example, production equipment, product development, marketing and research.

## **Item 2 Planning and forecasting**

The trade union organisations at the company shall be given information about and influence over the company's economic situation, planning, budgeting and follow-up activities in the ways stated in §§ 2, 7 and 8. In this way the trade union representatives will be given an opportunity to participate at an early stage by presenting their own ideas and proposals, and thus influencing the future of the company.

The company management's future forecasts shall be presented in such a way as to give the trade union organisations an opportunity of joint evaluation and examination of the company's market prospects, purchasing activities, competitiveness, product development and production equipment, as well as the employees' security of employment and personal advancement.

## **Item 3 Information and follow-up of results**

Each individual employee possesses unique knowledge about his or her workplace, and is therefore very likely to be able to suggest improvements that will contribute to the overall result. It is important that all the involved feel that they are responsible for the efficient use of equipment and materials. One of the prerequisites for the employees' participation is that they receive information about planned activities and the follow-up of results.

## **Item 4 Training**

The employees shall be given general information about the company's economic progress in a concrete and easily comprehensible form. Knowledge about the company's economic situation and the current problems of the company and the workplace can contribute to the progress of the whole company. Training in these areas should be actively promoted.

**Comment:** It is assumed that the Efficiency and Participation Development Council will prepare training materials. In connection therewith the parties shall discuss, centrally or at association/union level, the scope of the training that is to be provided during paid working hours.

### **Item 5 Efficient use of energy**

A subject of particular importance in many companies is energy consumption. Employers and trade union organisations can work together with the object of promoting the efficient use of energy.

## **Joint Regulation Forms**

### **§ 6 Adaptation to local circumstances**

#### **Item 1 Local responsibility**

Participation and joint regulation forms shall be adapted to the local circumstances at the work place. The local parties have a joint responsibility for bringing about suitable participation and joint regulation practices.

#### **Item 2 Delegation of decision-making authority**

Organisational forms and working practices that make it possible to delegate authority to make decisions to the directly involved individual employees are of considerable importance. Progress in this direction places demands on the organisation of the company and of the trade union activities.

### **§ 7 Negotiations between the parties**

Issues concerning joint regulation shall be dealt with by means of negotiations between the parties and/or in accordance with the rules stipulated in this Agreement.

### **§ 8 Joint Regulation by way of local agreement**

#### **Item 1 Local agreement**

Following a request from a local party, the employer and the local trade union organisation should conclude an agreement concerning the way in which joint regulation shall be exercised. In connection herewith the following forms can be considered:

## **Negotiations (MBL)**

Negotiations between the company and the trade union organisation(s) in accordance with MBL.

## **Line negotiations**

Another form of joint regulation is participation of the trade union representatives at various levels in the company's ordinary line organisation (line negotiations and line information).

## **Bipartite participation and information bodies**

Yet another form is the exercise of joint regulation through bipartite participation and information bodies.

## **Contents of the agreement**

The local agreement shall be so formulated that it clearly shows which joint regulation matters and development areas under § 2 Item 2 are covered by line negotiations and bipartite bodies. When joint regulation is exercised in accordance with the forms that have been locally agreed upon, the primary obligation to negotiate and the responsibility to provide information in accordance with MBL shall be regarded to have been complied with.

## **Item 2 Participation in projects**

It can be agreed locally that matters which are limited in time (for example, investments in buildings and machinery, restructuring, organisational changes) shall be considered and implemented in the form of projects in which the local trade union organisations participate.

The local agreement on projects shall be so formulated that it is evident which matters shall be dealt with in projects, and what kind of trade union authority shall be exercised within the project. The agreement can contain a provision that the primary obligation to negotiate and provide information in accordance with MBL shall be exercised within the project.

**Comments to Items 1 and 2:** What is intended here is that the information received by the local trade union party under this section shall at least correspond to information as provided by the provisions of § 19 MBL.

### **Item 3 Time for evaluation**

When participating in line negotiations, bipartite bodies and project work, trade union representatives shall be given reasonable time to evaluate matters arising.

### **Item 4 Negotiations, MBL**

When participating in line negotiations, bipartite bodies and projects, trade union representatives are entitled to refer certain joint regulation issues to negotiation in accordance with MBL.

Should a question arise of the need for personnel cutbacks or scope of such cutbacks, the issue shall be dealt with under the provisions of MBL, unless otherwise provided for in the local agreement.

**Comment:** Whatever results from the exercise of joint regulation under this section does not apply to a local trade union organisation that did not participate in the work.

## **§ 9 Small firms**

A trade union organisation can appoint a work place representative or the equivalent at work places where there is no local trade union organisation. The trade union organisation shall inform the employer about the representative's function and the scope of his or her authority.

**Comment:** The parties are agreed that it is important that it is the employees and their trade union representatives at the company who exercise the right to joint regulation in the first place. LO and PTK, together with their member unions, undertake to work actively for the appointment of representatives at companies without local trade union organisations and to ensure that these representatives are given functions and the authority to deal with matters arising under this Agreement in the way in which the local trade union organisation advises the employer. SAF undertakes to work actively so that employers make sure that there is time available for the training of the representative and for the performance of his or her trade union functions.

**Comments to §§ 6 – 9:** Forms of participation and joint regulation must be adapted to local circumstances. In connection herewith the parties wish to propose, however, a few possible guiding principles on which the process of local adaptation may be based.

- It is important that the employees at the company are given scope for influence, participation and responsibility in their work. Opportunities for the individual employees to exercise joint regulation should be given special attention and encouragement.

- An important prerequisite for the development of joint regulation is that each individual is guaranteed the right to pass on issues further on along the line and/or to the trade union organisation in every situation.
- It is important that joint regulation be exercised in simple, flexible forms, creating the environment for active decision-making in the company.

## **§ 10 Trade union information during paid working hours**

Trade union members are entitled to participate during paid working hours for a maximum of 5 hours per year in trade union meetings at the workplace, arranged by the local trade union organisation and concerning matters regarding relations with the employer, or which are otherwise connected with the trade union activities at the company.

Taking into account such adaptation of the association/union, as may have been made, the more specific application of this provision shall be agreed upon between the employer and the local trade union organisation. In this connection it shall be noted that meetings should be arranged in such a way as to cause the minimum disruption of production or of the proper progress of the work. In normal cases, meetings shall be arranged outside regular working hours, in which case overtime compensation shall be paid. Following local agreement the meeting can be arranged during ordinary working hours. In this case, the paid working hours shall include the time that is necessary to get to and from the meeting.

## **§ 11 Groups of companies with several workplaces**

### **Item 1 Information**

In groups of companies, this Agreement shall apply to each company individually. In connection herewith, matters relating to the company itself shall be dealt with. General, overall information about the group - including its operations abroad - shall be provided, however, to the companies within the group.

### **Item 2 Negotiations**

Matters referred to in § 11 MBL that are of importance to several units in a group can be dealt with by special arrangement. Group management and the local trade union organisations concerned should negotiate an agreement about the way in which joint regulation is to be exercised in such cases. The local trade union organisations should appoint a group of

representatives with authority to discuss and negotiate with the group management on their behalf.

In cases where radical decisions involve major changes at the local level, negotiations concerning the implementation of these decisions shall be held in accordance with § 11 MBL, except where otherwise decided by agreement.

An agreement can contain provisions stating that even negotiations in accordance with § 12 MBL can be conducted in accordance with this Item.

### **Item 3 Trade union liaison activities**

Trade union representatives employed by groups of companies are entitled to paid leave of reasonable duration for trade union liaison activities.

At the request of the local trade union organisations that belong to the group negotiations shall be held concerning the nature and cost of such liaison activities. The costs relate to compensation for loss of pay, travel expenses and subsistence allowance. Such trade union activities should be budgeted for the forthcoming financial year.

The possibility of co-ordinating liaison activities with other discussions, for example, those between local trade union organisations and group management, should be made use of.

It is assumed that local agreements concerning trade union liaison activities are concluded between group management and representatives of the local trade union organisations.

**Comment to Item 3:** The evaluation of trade union liaison activities shall be based on the need for suitable union activities, as well as the employer's resources and circumstances in general. In this respect, the size, organisation, structure, and decision-making patterns of the group or company, as well as the trade union structure, shall be taken into consideration.

**Comment to § 11:** The provisions of § 11 relate to operations within the country (Sweden). The rules above also cover, where applicable, companies with several autonomous operating units.

## **§ 12 Employee consultants**

### **Item 1 Experience and competence**

Under this Agreement, the employees' trade union representatives at the company are entitled to participate in evaluating the company's economic situation and future. Such participation presumes acquisition of competence in these fields, and taking responsibility for making

one's own evaluations. The company shall assist with training. In such situations as are described below special efforts may be required to make it easier for the local trade union organisation(s) to deal with arising problems.

## **Item 2 Employee consultants**

The local trade union organisations are entitled to employ employee consultants for special tasks prior to imminent changes that are of significance to the company's economic position and the jobs of the employees. The purpose of this is to give the trade union organisations the opportunity to analyse the available facts and adopt a standpoint on the questions that will become of interest due to these changes. Consultants acting in this capacity may not perform tasks that involve negotiations.

Employee consultants may be outside experts (external consultants) or employees of the company (internal consultants).

In other cases than these indicated here employee consultants can be appointed if the local parties are in agreement. If such agreement cannot be reached, either party can refer the matter to the Efficiency and Participation Development Council for its opinion.

### **Comment:**

In cases where the trade union organisations participate in project work or are active in some other way, as referred to in § 8, it is assumed that the experts employed by the company will make available information so that the matters submitted in connection with all the propositions put forward by all those involved in the project work can be thoroughly and critically examined.

## **Item 3 Decisions concerning consultants**

The company is responsible for reasonable costs connected with employing a consultant. A decision to appoint a consultant shall be preceded by negotiations with the employer. The scope, content and cost of the consultant's work shall be specified, and proposals concerning names of suitable persons shall be made. The aim is to reach agreement on the matter.

## **Item 4 Competence**

External consultants shall belong to the category of chartered or approved public accountants or have, in the view of the trade union organisations, the necessary theoretical and practical competence.

## **Item 5 Disqualification**

Persons having interests that conflict with the commercial interests of the company may not become employee consultants. Persons who are employee consultants at another company may not be appointed without the approval of the respective employer association and trade union. When the employer association and the trade union consider the matter of disqualification, unnecessary impediments may not be raised.

#### **Item 6 Information from the management**

The employee consultant shall receive assistance and information from the company management in accordance with MBL and this Agreement to such an extent as is necessary for the performance of his or her work.

#### **Item 7 Trade union representatives**

The local trade union organisations shall appoint elected representatives from among the employees to whom the consultant shall provide assistance and information.

The above-mentioned elected representatives together with the company management can bring information given by the consultant to the attention of other representatives of the local trade union organisations.

The local trade union organisations shall inform the company management about the work of the consultant upon request.

#### **Item 8 Secrecy**

The company or individual persons may suffer if the employee consultant spreads information about what he or she has learnt, but should have kept secret.

The local trade union organisations and the employer shall jointly sign an agreement with an external employee consultant, which shall include provisions concerning secrecy and the consequences of a breach of secrecy.

##### **Comment:**

Section 12 relates to companies with at least 50 employees. However, if the local parties agree, there is nothing to prevent employee consultants from being appointed at companies with between 25 and 50 employees. In such cases the rules in this section apply.

The central parties shall draw up guidelines for secrecy rules affecting employee consultants.

## **Promoting Efficiency and Participation**

### **§ 13 Working life research**

Working life research refers to research that is focused on working life and its effects on people and jobs.

The parties are agreed that workplaces should be open to such research to the greatest possible extent.

If the employer or the local trade union organisation wishes an outside researcher to be granted access to the workplace to conduct working life research, negotiations shall be opened between the employer and the local trade union organisations concerned, during which the parties shall seek to reach agreement on the requirements concerning the researcher's access and the conditions under which employees can be involved in the research.

If the local parties cannot reach agreement, either party can refer the matter to central negotiations. During the course of the local or central negotiations, either party can refer the matter to the Efficiency and Participation Development Council, which shall issue a recommendation for a solution to the issue.

In the event of agreement not being reached at the central negotiations, the issue can be referred to the decision of the Arbitration Board set up under this Agreement.

#### **Note in the minutes:**

In research projects focused on studying change and the effects of change within a company it is necessary to distinguish between the role of the researcher and the roles of employees working for the company. The role of the researcher is to follow, describe, analyse and draw conclusions from the changes studied in the research project.

By adopting an open and positive attitude, SAF, LO and PTK wish to promote all-round, serious and objective working life research.

This section shall have equivalent application when the question of access for outsiders comes up in such development work as is comparable to working life research.

### **§ 14 Efficiency and Participation Development Council**

SAF, LO and PTK hereby establish the Efficiency and Participation Development Council (hereinafter the 'Council').

The functions of the Council are:

**to** follow and promote the application and further development of this Agreement,

to discuss matters connected with this Agreement,  
to issue recommendations to the parties on matters referred to the Council,  
to serve as a forum for information about the importance of systematic efficiency and participation development work in companies,  
to monitor Swedish and international developments in this field,  
to stimulate scientific research in the field, including all-round working life research.

The Council shall consist of 12 members, of which 6 shall come from the employers' side and 6 from the employees' side, together with an equal number of deputies.

The Council shall appoint from among its members a Chairman and one or more Deputy Chairmen.

The members of the Council shall be appointed for a period of three years.

SAF, LO and PTK shall provide the Council with the necessary resources, and appoint a small group that will be responsible for preparing cases and dealing with urgent business.

## **§ 15 Arbitration Board for the Agreement on Efficiency and Participation**

The Arbitration Board (hereinafter the 'Arbitration Board') shall serve as an arbitrator, following the provisions of this Agreement.

The Arbitration Board shall consist of two members from SAF, one each from LO and PTK and an equal number of deputies. In the absence of a member or deputy, SAF, LO and PTK can appoint additional members.

SAF, LO and PTK shall appoint an impartial chairman of the Arbitration Board for a period of three (3) years, and when necessary a substitute for the chairman.

## **Negotiation Procedures, etc.**

### **§ 16 Negotiation procedures**

#### **Item 1 Negotiations, MBL**

Negotiations at a company that have been requested by either party in accordance with §§ 11 or 12 MBL or § 8, Item 4 of this Agreement shall start without unnecessary delay, and otherwise with such special expedition as the circumstances require. This also applies to local negotiations requested after a negotiable issue, as referred to in § 9 of this Agreement, has

been dealt with by the workplace representative, without the issue thereby having been resolved.

Should the employees' side wish to call for central negotiations in accordance with § 14 MBL, requesting that the employer should delay making a decision or taking an action until such negotiations have been concluded, notice of this demand shall be given to the employer as soon as possible, and not later than seven days after the local negotiations have been terminated. Unless otherwise agreed, the central negotiations shall be accompanied by the participation of the employers' association and the trade union(s) on the respective sides, and they shall be commenced with due expedition.

As regards the negotiation procedures, the provisions stated in § 15 and § 16, para. 1 and 3 MBL shall apply.

## **Item 2 Disputes**

Disputes concerning the interpretation or application of this Agreement shall be submitted to negotiations between the local parties as soon as possible.

Should the local parties fail to reach agreement, the dispute shall be referred to central negotiations at the request of either party. This shall be done with due expedition, following the termination of the local negotiations.

A request for local or central negotiations shall be made, however, within the period of time stipulated in § 64 MBL.<sup>1</sup>

## **Item 3**

During local or central negotiations, either party may refer certain issues to the Council, which may make a recommendation for a solution of the issue. In connection with the consideration of an issue, the Council may call experts, or in other ways obtain information of relevance for the Council's evaluation.

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<sup>1</sup> S. 64 of the Joint Regulation Act provides: (1) "Where any person who enjoys a right of negotiation under s. 10 wishes to claim damages or any other remedy under this Act or under a collective agreement, he shall, not later than four months after becoming aware of the circumstances to which the claim relates, and, at the latest, within two years of those circumstances having arisen, call for negotiations. Where under a provision in a collective agreement, negotiations are to take place both locally and centrally, the provisions herein shall apply for the local negotiations. In such a case, central negotiations shall be called for within two months of the conclusion of local negotiations. (2) Subsection (1) of this section shall have corresponding application when a party who is therein referred to wishes to obtain a declaration that a legal

#### **Item 4**

Disputes concerning § 11, Item 3 and §§ 12 and 13 may be referred by either party for final decision to the Arbitration Board. Other disputes about the interpretation or application of this Agreement can be referred by either party to the Labour Court. However, if the parties concerned are agreed upon this, a dispute of this kind can be finally decided by the Arbitration Board instead.<sup>1</sup>

#### **Item 5      Joint action**

If the employer so requests, the employee parties shall act jointly in local or central negotiations. Regardless of such a request, the employee parties are entitled to negotiate jointly whenever they find it suitable.

#### **§ 17          Period of validity**

##### **Three-months' notice**

This Agreement applies until further notice subject to three-months' notice of termination between SAF and LO/PTK and between the employers' associations and trade unions that have adopted the Agreement.

#### **§ 18                  Suggestion Schemes<sup>2</sup>**

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act or a provision in an agreement is void by reason that it involves violation of the right of association. (3)  
If a party fails to call for negotiations within the time provided, he shall forfeit his right to negotiations."

<sup>1</sup> The Arbitration Board has so far handed down a decision on two occasions only. Both decisions refer to § 12 (Employee consultants). [Editor's remark]

<sup>2</sup> On 9 September 1985 the parties concluded a further agreement, the Agreement on Suggestion Schemes, pursuant to Article 5 of the Negotiation Protocol of 15 April 1982. That agreement is not included in the present publication.