
Equal opportunities and collective bargaining in the European Union

Selected agreements from Sweden
Phase II

WP/97/24/EN



EUROPEAN FOUNDATION
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by

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Summary

Collective bargaining and equal opportunities in Sweden

This report covers about 20 collective agreements which deal with equal opportunities in one form or another. The examples have been selected from different sectors of the Swedish labour market. Section 7 summarizes and lists the majority of the agreements covered using the matrix recommended for the project where applicable. The report also provides a brief overview of the limited case law available in the field of collective bargaining and equal opportunities.

At the beginning of the century the wording of collective agreements tended to be gender-specific. The male worker was the norm and the main object of the agreement. Lower wage scales applied for women, for instance. The "equal pay for equal work" agreement between SAF [Svenska Arbetsgivareföreningen] (the Swedish Employers' Confederation) and LO [Landsorganisationen] (the Swedish Trade Union Confederation), which led to Sweden's ratification of the ILO Equal Pay Convention, was not concluded until 1960, for example. This meant that agreements ceased to openly state separate wage scales for women. Instead women were often placed in a new group of low-status occupations, although formulated in gender-neutral language.

In the late 1960s and early 1970s *equal opportunities became a matter for general political debate*. An equal opportunities regulation and an equal opportunities circular were drawn up for the state as an employer. The first central equal opportunities agreements were concluded at the end of the 1970s. The Equal Opportunities Act, which came into force in 1980, had a standardizing effect on equal opportunities agreements as its phraseology tended to be adopted almost word for word. The agreements were therefore very similar in design and wording.

Case law

Case law concerning disputes over *equal opportunities agreements* is limited to a few cases brought before the Labour Court [Arbetsdomstolen] (AD).

Case *AD 1990 no. 34* tested the legal effect of an equal opportunities agreement. The dispute centred around whether the objective of the agreement "for women and men to have equal opportunities for employment..." could be applicable to an individual case. The Labour Court found that it could not. The question of whether sexual harassment could be seen as breach of a current equal opportunities agreement was tested in *AD 1991 no. 65*. The court found in the negative as the agreement lacked express provisions which could be held to justify a claim for compensation (although it did state that the employer's behaviour was inappropriate according to the law and practice of the labour market).

AD 1985 no. 134 and *AD 1987 no. 132* concerned a man's right to a bonus during parental leave following the birth of a child and maternity pay respectively. The court's opinion differed in the two cases. In *AD 1985 no. 134* the agreement was interpreted in gender-neutral terms. The entitlement to maternity pay (as it was called) receivable for four months was held to apply equally to women and men. However, in *AD 1987 no. 132* the Labour Court considered that the agreement on maternity pay for an agreed period of two months was not sex-discriminatory. The payment was made "to the woman in her capacity as the person who gives birth to the child and is intended to meet the particular needs for leave which a woman has in connection with pregnancy and the birth."

Collective agreements

Collective agreements which deal with equality between women and men are either what are known as co-operation agreements on equal opportunities or agreements governing wage conditions and terms of employment.

Co-operation agreements include both self-declared equal opportunities agreements and co-determination agreements with a section on equal opportunities. The majority of equal

opportunities agreements appeared in the period between the late 1970s and the mid-1980s. Since the mid-1990s co-operation agreements have tended to take the form of development agreements. In all of these cases equal opportunities is primarily dealt with as an objective. Agreements on concrete measures are rare.

- An equal opportunities agreement with *the state as an employer* was entered into as early as 1978. It was included as a separate section in the Co-determination Agreement MBA-S. It has been amended on several occasions and collective agreements have, for instance, been concluded on annual equal opportunities plans and their design.

- The first equal opportunities agreement after the passing of the 1970 Equal Opportunities Act was MBA-KL 80, entered into in the *local government sector*. In this co-determination agreement the equal opportunities section is one chapter of three and comprises two sections. The measures are stated as principles rather than in terms of concrete action. Under the agreement a local authority must operate a target-oriented, active equal opportunities policy and the local authority must appoint an officer to monitor and co-ordinate equal opportunities measures.

In April 1992 MBA-KL 80 was replaced by Development -92, a central collective agreement without local effect. Unlike MBA-KL 80, it contains no agreements on active equal opportunities measures. Where local equal opportunities agreements are made on the basis of MBA-KL 80 the agreement may continue to apply.

In some cases local authorities have entered into new collective agreements, one example being the *City of Stockholm*. The agreement of 1992 was considered to meet the requirements for active equal opportunities measures laid down in the 1991 Equal Opportunities Act. The wording of the agreement closely followed that of the new act. A local variation is that the collective agreement allows the local administrative parties to agree to draw up separate equal opportunities plans for different parts of their work.

- In the third large sector of the labour market, *the private sector*, a basic agreement on equal opportunities was concluded in 1983. In general the equal opportunities objectives follow the

wording of the Equal Opportunities Act in force at the time and that of the equal opportunities agreement in the public sector. The shared responsibility of the parties was emphasized.

A *co-operation agreement* is a new form of central agreement which may replace several earlier agreements. Co-determination, the working environment and equal opportunities may, for example, all be covered by a single agreement.

- The co-operation agreement in the *pulp and paper industry* includes provisions on the working environment and work organization, equal opportunities and skills development/training. The agreement requires that local rules for co-operation will be drawn up.

- *Samhall* is a group of public companies with the task of rehabilitating the disabled as part of labour market policy. Development agreements are wide-ranging, containing mission statements, goals and the objectives and focus of development work. The key word here is development. An interesting point in terms of equal opportunities is that the agreement allows local trade unions to request that a skills plan be drawn up for a work team to serve as the basis for individual action plans.

- The Equal Opportunities Policy for Local Authorities and County Councils can be seen as an agreement which complements Development -92, referred to above. Equal opportunities is seen as a strategic issue, decentralization and the absence of sex segregation as quality issues.

In recent years *collective agreements on wages* have attracted the greatest interest in terms of equal opportunities. Although under the new Equal Opportunities Act the employer is responsible for ensuring the absence of wage discrimination due to sex, the trade unions play a major and active role in fixing the wages structure through collective agreements and the negotiating process. All current wage agreements are likely to include a statement that the parties are to analyse wages by sex.

- A prime example can be found in the Engineering Agreement and the Industrial Salaried Employees' Agreement 1995-1998. While individual differentiated wage fixing is emphasized, the same wage fixing principles are to apply to women and men.

- A somewhat different arrangement can be found, for example, in the wage agreement in the local government sector. In the pay reviews of both 1996 and 1997 a special fund was agreed for the wages of permanently-employed women. When distributing the wages fund particular attention was to be paid to female-dominated occupations.

Agreements on *maternity pay and bonuses following the birth of a child* appeared as early as the late 1940s for salaried employees. At that time these benefits applied solely to female employees. Today some of the agreements cover both women and men, while a comprehensive parental insurance system has grown out of the general insurance system. The benefits under the agreements now represent a "bonus" paid in addition to social insurance grants. Collective agreements also include rules which extend the statutory entitlement to *parental leave*.

An innovative provision in an agreement for salaried employees, etc, of the co-operative insurance company Folksam involves monitoring the pay of employees *returning to work after parental leave*. The rule was introduced in 1995 as those on parental leave often "lagged behind" when it came to pay.

Collective agreements may contain "*remnants*" from the past. The stated male norm is one such example which can still be found in a number of agreements, even though others may be gender-neutral throughout. Some individual rules which favour women, linked to women's biological function as the childbearer, can also be found in addition to those stated above, eg the right to time off work for ante-natal appointments. Rules which favour men, on the other hand, tend to be indirect and may involve bonuses or benefits to male or male-dominated occupations.

This report briefly discusses whether collective agreements on active equal opportunities measures are losing significance since the Equal Opportunities Act has increased the role played by the state. Agreements have been abolished in key sectors of the labour market. Neither are the new wide-ranging co-operation agreements, development agreements, etc,

practical instruments for concrete action - besides the fact that they have abandoned or in any case fail to mention equal opportunities as a principle. This trend away from equal opportunities agreements is not entirely one-way. Some current wage agreements in the electricity/energy sector highlight the role of equal opportunities agreements as a strategy for change and have agreed that working parties comprising representatives of the social partners should consider whether there is a need for equal opportunities agreements or even draw up proposals for such agreements.

Wage agreements are currently the most important agreements in the field of equal opportunities. Here too, legislation has a major part to play. Cases of alleged wage discrimination reported to the equal opportunities ombudsman (EEO) have increased. Collective agreements then become the means of meeting the requirements laid down in the Equal Opportunities Act for monitoring the wages of women and men and salary agreements have attempted to draw attention to and take action on sex-discriminatory pay.

It would therefore appear that intervention by means of legislation has been a more effective means of changing gender-based power structures in business than the co-operation of the social partners themselves through collective bargaining and collective agreements.

Collective bargaining and equal opportunities in Sweden

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4. Agreements which affect equal opportunities between women and men. Description and analysis - a selection
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References

Abbreviations

Collective bargaining and equal opportunities in Sweden

1. Gender and collective agreements - background

Collective agreements began to be developed at the beginning of this century in a society which revolved around men, who were seen as the norm. Agreements were developed with the male worker as their main object. They were often formulated in gender-specific language with women (and minors) referred to as exceptions. Wage agreements, the collective agreements which were regarded as being most significant, contained different wage scales for women and men - and lower wages for women.

It was quite some time before such separate wages for women were abolished. The decisive step was formally taken in the private sector in 1960 when SAF [Svenska Arbetsgivareföreningen] (the Swedish Employers' Confederation) and LO [Landsorganisationen] (the Swedish Trade Union Confederation) entered into an agreement on "equal pay for equal work". This agreement meant that the separate wage scales for women contained in wage agreements were to be abolished over a five year period. In reality this took longer. The Equal Pay Agreement resulted in women tending to be placed in a new group of low-status occupations. Never mind the fact that it was formulated in gender-neutral language.¹

Both before and after the ratification of the Equal Pay Convention the lower wages received by women were the subject of collective bargaining. Sometimes the issue at stake was specific, openly-stated initiatives on behalf of women with special pay rises for women. Sometimes general methods such as the wages policy which focused on those on the lowest pay led to an

¹ For example in the Engineering Agreement: Group C = jobs which make minimal demands in terms of skill, responsibility, effort and working conditions. Many collective agreements instead introduced a classification system with four classes: Class IV = unskilled, casual work, assistant work and simple assembly line work. This category contained mainly women. Kyle (1979) page 62 f.

increase in women's low pay - a type of mainstreaming which was not expressly described as an initiative on behalf of women or perhaps not even seen as such.²

In the late 1960s and early 1970s equal opportunities became a matter for general political debate: "equal opportunities" instead of "women's emancipation" or "women's issues". The stated aim was to change relations between the sexes in the workplace, improve conditions for women and increase the opportunity for fathers to take part in the care of their children. An equal opportunities regulation and an equal opportunities circular were issued governing the state as an employer.³ The equal opportunities agreements agreed by the social partners were part of this new tradition.

The first of these came into being at the end of the 1970s⁴. Inequality between the sexes was to be abolished through equal opportunities measures aimed at both women and men. While gender-neutral wording became the norm, exceptions were made for special measures to improve the inferior position of women on the labour market.

² See my previous Phase I report and references especially page 11.

³ Swedish Statute Book SFS 1976:686-687. An even earlier measure was the Order prohibiting discrimination on grounds of sex or age when hiring staff, etc, SFS 1973:279

⁴ 1977 between SAF-PTK and SAF-LO and an equal opportunities agreement in the field of co-operation in the same year.

2. Research methodology and structure

Below I will first briefly describe the limited Swedish case law which deals with equal opportunities agreements and other collective agreements which specifically deal with gender (section 3). The subsequent sections of the report, sections 4-7, focus on approximately 20 collective agreements which are considered interesting in terms of equal opportunities. A number of agreements are first described and analysed (section 4), followed by examples of the wording of different types of gender-specific agreements (section 5) and a discussion of the importance of collective agreements today and in the past (section 6). The agreements selected are finally summarized in a list (section 7). This section partly follows the matrix recommended in the project.⁵

The selection of the agreements is eclectic and intended to provide examples of the regulation, in the form of agreements, of a variety of equal opportunities issues. Another aim is to present material from different sectors of the labour market: the private, co-operative, local government and public sectors.

Therefore (and naturally) this study does not provide an overview of all the agreements and settlements which feature equal opportunities. Firstly, the field is far too wide and there is no central collection of all collective agreements currently in force. Secondly, the slight variations between agreements which regulate the same problem area are hardly worth addressing. A comprehensive collection would therefore add little to the point at issue.

The study mainly describes basic agreements and union agreements, ie, agreements at central level. According to my research, local agreements usually seem to copy central agreements. This does not rule out the possibility of local agreements making the central agreement more fragmented and/or more specific but such specialized local adaptations of an agreement have been found only in exceptional cases.

⁵ Bercusson, Guidelines for Phase II, Collection and Analysis of Equal Opportunities Agreements (Jan 1996).

As previously stated, there is no central collection of the collective agreements in force in the Swedish labour market. This is true of central agreements, basic agreements and union agreements and even more so of those concluded at local level.⁶ The National Agency for Government Employers [Arbetsgivarverket] (SAV) has gathered collective agreements, instructions and some legislative texts on CD ROM.⁷ Some trade unions, eg the Swedish Municipal Workers' Union [Svenska Kommunalarbetareförbundet] (Kommunal, SKAF) also disseminate information on some of their collective agreements on the Internet. However, there is no common database or suchlike.

In the absence of a systematic collection, one source for the study has been conversations and written and oral questioning of employer organizations, professional organizations, those active in trade unions and those working with equal opportunities in public administration. A questionnaire was sent to employers' organizations for example. Another source is official publications and publications produced by the social partners. Here I also refer to my previous Phase I report.

A significant weakness of the study is that "equal opportunities" is a shifting and loaded term. Thus, for example, agreements on skills development, development reviews, etc, have been interpreted as equal opportunities measures by some of those questioned. This builds on the expectation that such measures are intended to have an impact on equal opportunities: in sex-segregated workplaces where the sexes are imbalanced, for example, such measures could lead to expanding the work and improving the career prospects of female employees. So far there is no empirical evidence for such assumptions in terms of equal opportunities results in this relatively new area.⁸

⁶ Besides involving a lot of work at the outset, such a collection would require comprehensive and on-going monitoring and updating.

⁷ The National Agency for Government Employers represents the state as an employer. On examination the CD ROM did not cover the latest agreements.

⁸ The conscious and unconscious values and reactions of those who are to implement the measures come into play. This can lead to the opposite result.

To a certain extent, the study still accommodates such opinions and thereby is not strictly limited to openly-reported equal opportunities measures or initiatives intended to balance gender asymmetry in gainful employment.

The agreements greatly influence each other. This means that the first agreement drawn up often has a major standardizing effect and that collective agreements in a particular area are very similar. This survey is too brief for an analysis of the reasons behind the variations which still exist, variations which may not always even be discovered by an outside observer. Negotiations and agreements often form a coherent whole. Extracting the part of an agreement which covers terms of employment, for example, without at the same time seeing the agreement as a whole and placing the extract in its historical context can often lead one to draw the wrong conclusion. Agreements on working hours and pay may have a direct bearing on one another.⁹ It has been possible to use agreements on payments to female employees following the birth of a child to legitimize lower wages for women and to cite this as an argument against rectifying imbalance between the sexes.

It would be tempting to study in more depth equal opportunities considerations in the collective bargaining process and the equal opportunities impact of the results of the negotiations, focusing on the give and take involved and whether other interests are strengthened or weakened in the negotiations.

⁹ Swedish Government Official Reports, SOU 1996:145 page 116 ff.

3. Case law: collective agreements which apply to or affect equal opportunities between women and men

In some cases the Labour Court has tested disputes over agreements in the field of equal opportunities.

3.1 Equal opportunities agreements

Case *AD 1990 no. 34* tested the legal effect of an equal opportunities agreement. The trade union organization for construction workers sued a large construction company and the employers' association of which the firm was a member for breach of an equal opportunities agreement. Compensation was paid to both the trade union and one of its female members.

The woman, who was a professionally-qualified and experienced construction worker, had applied for a job with the company but was not hired despite the fact that she was just as qualified as the men who were appointed. The organization considered that the woman was discriminated against because of her sex and that this was in breach of the equal opportunities agreement which was in force.¹⁰ The agreement stated that an important equal opportunities objective was for "women and men to have equal opportunities for employment..." and for "a more even distribution of women and men to be attained in those occupations where career choice and recruitment have proved to be sex-dependent" (section 1). The fact that construction work was such an occupation was not contested.

According to section 2 of the agreement, the employer was responsible for seeing that active equal opportunities measures were implemented. Among other things "the scope and focus of the measures" was to be adapted in line with the "composition of the company's staff". According to a note in the minutes, "...disputes concerning the reasonable scope and focus of the measures in section 2..." were to be referred to arbitration.¹¹

¹⁰ However it was not possible to tackle the issue on the basis of the ban on discrimination in the Equal Opportunities Act because on objective grounds the woman was not better qualified for the job than the men.

¹¹ Equal Opportunities Agreement for the Construction Industry, 1997. Section 9 Disputes.

The employer contested the claims. The agreement covered active equal opportunities measures but could not be applied to individual appointments. Instead this was regulated by the Equal Opportunities Act through a mandatory ban on sex discrimination. Failing to employ a particular person did not therefore constitute breach of the equal opportunities agreement.

The equal opportunities agreement which preceded the one now in force (and also the Equal Opportunities Act) contained certain generally observed statements on sex discrimination.¹² The Labour Court rejected the trade union's claim. The agreement did not justify a personal right to employment. On the other hand, the court stated that in the light of the woman's difficulties in gaining employment with the company "important questions could be raised as to whether the company had taken its obligations under the agreement seriously". The agreement did refer to the employer's appointments policy as such but the trade union had "not directed any general criticism towards the company's employment policy"¹³.

The conclusion of the judgment was that the trade union, with the woman as an example, was able to question the company's employment policy as a component of active equal opportunities measures. According to the agreement such cases should be dealt with outside the public courts, by arbitration. Furthermore it can be stated that the passing of the 1991 Equal Opportunities Act should make it possible for a case such as this to be dealt with as a discrimination dispute (section 17).¹⁴

The question of whether sexual harassment could be tackled as breach of an equal opportunities agreement was tested in *AD 1991 no. 65*. The workplace was subject to an agreement between SAF, LO and PTK [Privattjänstemannakartellen] (the negotiation cartel for salaried employees). A woman had resigned since being subjected to verbal and physical advances from her boss.

¹² The equal opportunities agreement of 1977 included the right for both the employee and the trade union to bring a case due to sex discrimination (See, for example, SAF-PTK Equal Opportunities Agreement, etc, (1977) section 4.

¹³ AD 1990 no. 34 page 222.

¹⁴ The provision applies to discrimination where the objective qualifications for the work are identical if it is likely that the intention is gender-discriminatory.

The trade union, which brought the case and claimed compensation, stated that even if sexual harassment was not expressly stated in the agreement, sexual harassment was still covered: "... from the structure of the agreement, etc, one must conclude that it is only natural that this applies...".¹⁵ However, the opposing party considered that the provisions of the agreement were far too vague to be able to be cited as grounds for breach of a collective agreement.

The court considered that the employer's behaviour was certainly inappropriate according to the law and practice of the labour market but not that it was a breach of the collective agreement justifying the payment of compensation. On the other hand, compensation was awarded for infringement of the Act on Employment Protection.

3.2 Payment for parental leave

The Labour Court has tested payment for leave in connection with the birth of a child in two cases.

In *AD 1985 no. 134* the case concerned a male employee's right to a bonus during parental leave following the birth of a child.

According to a provision in the wage agreement between the Association of Newspaper Employers [Tidningarnas Arbetsgivareförening] (TA) and the Swedish Union of Commercial Employees [Handelstjänstemannaförbundet] (HTF), in certain cases female employees had the right to maternity pay for four months. The agreement on maternity pay had existed since 1947. In the intervening years the period for which payment was made had been extended and payment had been co-ordinated with parental insurance under the General Insurance Act. The payment had become a supplementary bonus in addition to the insurance.¹⁶

¹⁵ AD 1991 no. 65 page 268.

The organization also based its case on the Retail Trade Agreement, the Equal Opportunities Act and the Act on Employment Protection.

¹⁶ In the 1947 agreement the payment was made for a maximum of two months.

HTF considered that the agreement was in breach of the ban on discrimination in the Equal Opportunities Act.¹⁷ The employer parties, however, considered primarily that special benefits to women during pregnancy and in connection with the birth of a child did not conflict with the objectives of the Equal Opportunities Act. Secondly, they raised the objection that, were the agreement to be declared invalid, it should apply to neither male nor female staff.

In its judgment the Labour Court maintained that the agreement reflected the historical view of female and male parenthood "...ie a view where women are assumed to have the special role of caring for the child while the man is the person primarily responsible for supporting the family through work outside the home."¹⁸ The gender-specific rules in the agreement could also have been motivated by "more or less explicit health risks" to give the woman the opportunity to take "leave from work during pregnancy and in connection with the birth of a child"¹⁹

The judgment of the Labour Court implied a gender-neutral interpretation of the rules of the agreement. The agreement was to apply equally to women and men. One motivating factor was "present values", "...it must be considered incompatible with the aims of attaining equal opportunities between women and men to establish rules whereby men are excluded from the right to such payments ..."²⁰ On the other hand, applying an agreement which means that women received compensation "for a certain limited period", ie the period "which should be restricted to women for health reasons", should not be seen as discriminatory. A payment period of four months restricted to the woman could "not be considered to be compatible with current views on the roles of parents."²¹

The Labour Court rejected the opinion of the employer parties that the invalidity of the agreement would mean that the group discriminated against (men) was not covered by the agreement. "The group discriminated against would in any case always be treated separately

¹⁷ "An agreement is invalid where it prescribes differences between women and men in matters concerning terms of employment..." section 5, Act on Equal Opportunities between Women and Men.

¹⁸ AD 134/85 pages 19 f.

¹⁹ Ibid. page 19.

²⁰ Ibid. page 22.

and negatively and discrimination would therefore not be abolished."²² The opinion that the agreement would be declared invalid in its entirety was also rejected. The ban on discrimination in the Equal Opportunities Act would instead have a supplementary effect on the collective agreement and the agreement would apply equally to women and men. The judgment was not unanimous. One member considered that the agreement should be interpreted in line with its wording.

In *AD 1987 no. 132* the right of a male employee to maternity pay under a collective agreement between the Swedish Metal Trades Employers' Association [Svenska Verkstadsföreningen] (VF) on the one side and the Swedish Industrial Salaried Employees' Association [Svenska Industritjänstemannaförbundet] (SIF), the Swedish Foremen's and Supervisors' Association [Sveriges Arbetsledareförbund] and the Swedish Association of Graduate Engineers [Svenska Civilingenjörersförbundet] (CF) on the other.²³ The employer party brought a declaratory case since SIF was demanding maternity pay for three of its male members employed by a company belonging to VF. Under this agreement too, maternity pay was paid only to female staff, with the difference that the payments were limited to a month's salary or two months' salary for those who had been employed for more than two consecutive years.

The brief period for which maternity pay was receivable proved to be a decisive factor. The Labour Court considered that it referred to "the woman in her capacity as the person who gives birth to the child and is intended to meet the particular needs for leave which a woman has in connection with pregnancy and the birth." Unlike in the previous case, the payments were not closely co-ordinated with parental insurance under the general insurance system. One dissenter in the court considered that the similarities with the previous case were conclusive. She therefore considered that the terms of the agreement were also sex-discriminatory in this case.

²¹ Ibid. page 24.

²² Ibid. page 26.

²³ National Agreement from 1986 on general terms of employment, known as the Industrial Salaried Employees' Agreement (cf. also 7.10)

3.3 The decisions of the Arbitration Court

Active equal opportunities measures are the responsibility of the employer, but once the area has been regulated by collective agreements the responsibility for calling attention to deficiencies rests with the trade unions. This applies even if the agreement prescribes co-operation between the parties. The agreements also contain regulations or guidelines for dealing with disputes.

According to the Equal Opportunities Agreement between SAF-LO and PTK, disputes concerning the reasonable scope and focus of the employer's active equal opportunities measures should be heard by the Arbitration Court [Skiljenämnd] for the Development Agreement. If the employer does not comply with the decision of the Arbitration Court, he may be fined as a result.

A corresponding Arbitration Court exists for co-operative organizations, the Advisory Board of the Co-operative Council [Kooperative Fackliga Rådet].

The equal opportunities report of 1988 found that no disputes had been brought before the courts at that time. Responses to the questionnaire sent out during the study indicate that equal opportunities/active equal opportunities measures were the subject of only isolated disputes over collective agreements²⁴, and no disputes have been brought before the Arbitration Courts since 1988 either.²⁵

²⁴ SOU 1990:41 page 421 ff. No more detailed study of the type was given.

²⁵ Information from Per Erik Lundkvist, the Co-operative Employers' Association [Kooperationens Förhandlingsorganisation] (KFO) and Anita Trogen of SAF.

4. Agreements which affect equal opportunities between women and men. Description and analysis - a selection

This section describes and analyses approximately 20 collective agreements. Numerous references will be made to section 7, which summarizes and lists the majority of the agreements described below.

Different types of collective agreements are dealt with, including what are known as co-operation agreements and agreements on wage conditions and terms of employment with a focus on equal opportunities. The former can be categorized either as equal opportunities agreements or central co-operation agreements. In agreements on wage conditions and terms of employment with a focus on equal opportunities, the two most important areas of agreement regulation are wage fixing/wage calculation and payments etc in connection with parenthood.

4.1 Co-operation agreements

Co-operation agreements include both self-declared equal opportunities agreements and co-determination agreements with a section on equal opportunities. The majority of equal opportunities agreements appeared in the period between the late 1970s and the mid-1980s. Since the mid-1990s co-operation agreements have tended to take the form of development agreements. Both types of agreement often include equal opportunities as a separate section. Equal opportunities is primarily stated as an objective, seldom in the form of materially binding rules.

4.1.1 Equal opportunities agreements

This section first deals with some agreements and settlements in the public sector - local government and state - before going on to look at some of those still in force in the private sector.

4.1.1.1 MBA-KL 80, an equal opportunities agreement in local government

The first equal opportunities agreement after the 1979 Equal Opportunities Act was concluded in the local government sector.²⁶ (cf. 7.1). It was influenced by standards set out in the Equal Opportunities Act and by the wording of the equal opportunities circular issued jointly by the Swedish Association of Local Authorities [Svenska Kommunförbundet] and the Federation of County Councils [Landstingsförbundet] and also drew on the equal opportunities agreement concluded in the public sector with the state as employer (see 7.3).

The equal opportunities agreement was one of three chapters in the co-determination agreement MBA-KL 80 and comprised two sections.²⁷ Equal opportunities was not referred to in the other chapters or the annexes to the agreement.

One objective of the equal opportunities measures was stated to be for women and men to apply for different types of work on the basis of aptitude and interest rather than according to traditional gender roles. The measures are stated as principles and are not formulated in concrete terms: the creation of equal employment, training and promotion opportunities, equal pay for equal work, working conditions suitable for both women and men, and work designed to facilitate the combination of gainful employment and responsibilities in the home for both women and men.²⁸ According to the agreement a local authority must operate a target-oriented active equal opportunities policy. Measures to promote equal opportunities can be stated in local collective agreements and must be integrated in the different co-determination areas set out in Chapter II of the agreement.²⁹ Here it is also prescribed that the local authority will appoint an officer who is to monitor and co-ordinate equal opportunities measures.³⁰

²⁶ A preliminary agreement was drawn up in June 1980 and signed in October of the same year, MBA-KL 80.

²⁷ The other two chapters were Introductory provisions (Chapter I) and Forms of co-determination (Chapter II). The annexes to the agreement (Annexes A-G) dealt with Planning, Organizational development and rationalization, Management and organization of work, Recruitment, Transfer, Staff dismissal, Introduction, Staff training, Proposals and Staff information.

²⁸ Section 13, paragraph 2.

²⁹ See note 28.

³⁰ Section 14.

Unlike other parts of the co-determination agreement, the chapter on equal opportunities came into effect immediately.³¹ This meant that Chapter III of MBA-KL was immediately to be seen as a collective agreement on active equal opportunities measures. As a result of the agreement the whole of the local government sector was removed from EEO supervision. The fact that in the future equal opportunities and active equal opportunities measures could be left to employer and employee organizations, enabling local authorities to avoid state intervention, was an interesting feature and without doubt the most important function of the agreement. The agreement differed from the Act in two areas. One was the principle of the opportunity of combining gainful employment and responsibilities in the home, the other the appointment of an equal opportunities officer (cf. 7.1). The first was later introduced in the 1991 Equal Opportunities Act. The second can be seen as an example of highlighting equal opportunities within an organization.³²

In April 1992 MBA-KL 80 was replaced by Development -92. In contrast to MBA-KL 80, this is a central collective agreement without local effect. Development -92 contains no arrangements concerning active equal opportunities measures. The minutes of the negotiations state that the local agreements entered into would not cease to apply despite the termination of MBA-KL 80. In the county council sector the agreements have been terminated, while local equal opportunities agreements can still apply in the primary local government sector. They are almost obsolete in any case since they have not been adapted to the new Act and do not meet its requirements in terms of active equal opportunities measures. Some local authorities have entered into new equal opportunities agreements (see section below).

³¹ Where other sections are concerned, it was required that the parties entered into local agreements.

³² The fact that the agreement was hardly concrete and that the equal opportunities officer/representative was often given limited resources in terms of timescale and financial and decision-making rights must be seen as having a negative effect.

4.1.1.2 Equal opportunities agreement for the City of Stockholm - a local agreement

In connection with the introduction of the new Equal Opportunities Act (EOA) a new collective agreement on equal opportunities at work came into force in the City of Stockholm. This is an example of a local agreement covering the entire local government sector (cf. 7.2). It was intended to meet the requirements of the Equal Opportunities Act on active equal opportunities measures and follows the wording of the new Act very closely.

Just as in the Act, the objective is stated to be "primarily to improve the conditions of women at work". One section of the agreement sets out the requirements in terms of active equal opportunities measures in the form of points (section 3 a-g). The points mainly correspond to the areas for active equal opportunities measures stated in the Act: working conditions (EOA, section 4), combining gainful employment and parenthood (EOA, section 5), sexual harassment, etc, (EOA, section 6), equal/equivalent pay (EOA, section 2, paragraph 2) and special initiatives for new appointments (EOA, sections 8-9, EOA). One difference is that the agreement does not directly correspond to the wording of the Act on the aim to eradicate sex segregation in different types of work and for different categories of workers (cf. EOA, section 7, however, section 3 d of the agreement is also partly connected to this).

Furthermore the agreement includes the Act's requirement for an annual equal opportunities plan with a survey of planned measures and a report on the results of the previous year's plan (EOA, sections 10-11). A local variation is that the collective agreement gives the parties in local administration the opportunity to agree separate equal opportunities plans for different parts of their activities. Each local council or board has been defined as an employer in the notes to the agreement.

The requirement on monitoring wage discrepancies introduced in 1994 as an amendment to section 9 a of the Equal Opportunities Act falls outside the scope of the agreement.

The agreement does not state the concrete content of the active equal opportunities measures or the plans. When it comes to the plans, this is due to the fact that the city's businesses differ to such an extent that the central parties in local government have chosen not to control the form or content of equal opportunities plans in any greater detail.³³

In the commentaries on the agreement made by the employer parties, the text has been developed and made more specific, also bearing in mind the preparatory work for the Equal Opportunities Act. For example, examples of sexual harassment are included:

*...An example of this would be the presence in a very male-dominated workplace of pornographic pictures or pictures which denigrate women in premises which are also used by female employees...*³⁴

Concerning recruitment procedures it states, among other things, that the employer may not *...draw up forms for interviews or ask questions at such interviews in a way which discriminates against applicants of one sex...*³⁵

As the agreement copies the act, it is a very traditional example of an equal opportunities agreement. It is of interest primarily as one of the first which was adapted to the new Equal Opportunities Act.

4.1.1.3 MBA-S, equal opportunities agreement in the public sector

The equal opportunities agreement with the state as employer was entered into as early as 1978 (cf. 7.3). It came to have standardizing importance particularly for the equal opportunities agreement in the local government sector described above. The agreement was primarily a co-determination agreement but a particular section concerned equal opportunities

³³ City of Stockholm: Personnel Policy Department, Administrative Office [Stadskansliet] Circular 21/1994

³⁴ Ibid. page 3 (section 3c/)

³⁵ Ibid. page 4 (section 3 f/)

between women and men.³⁶ In the other chapters of the agreement equal opportunities is included under staff development: *Staff development should also promote equal opportunities between women and men...*³⁷

Under the agreement the employer is responsible for drawing up an equal opportunities plan for each financial year and for seeing that measures are stated. Guidelines for equal opportunities plans were later drawn up in collective agreement form (cf. 7.4). In those currently in force, both long-term objectives and concrete measures must be stated, including the timescale, scope and estimated costs of the latter.³⁸

Under the agreement the opportunities to promote equal opportunities through changes within the authority, such as rationalization and personnel movement measures, are to be highlighted. The distribution of posts in connection with staff training is also cited as an option. In this context it is also stressed that: *When planning staff training, the need for childcare during training should be taken into account.*

MBA-S has been amended on a number of occasions and is supplemented by what is known as the Equal Opportunities Regulation³⁹ (cf. 7.3). The Equal Opportunities Act introduced the method whereby, when appointing staff to assignments and selecting staff for training, *it is to be ensured that there are people of both sexes to choose between if this is possible within the framework of proper selection criteria.*⁴⁰

4.1.1.4 The 1983 equal opportunities agreement between SAF and LO/PTK

The third major equal opportunities agreement concerns the private sector and was entered into in 1983 (cf. 7.5). It replaced the equal opportunities agreements entered into in 1977 between SAF and LO and between SAF and PTK.⁴¹ As with the local government agreement,

³⁶ Chapter 7 sections 39-40, two paragraphs only.

³⁷ Chapter 4, section 29.1).

³⁸ SAV 1988 A 26

³⁹ The most recent dating from 1984, SFS 1984:803.

⁴⁰ Sections 3-4.

⁴¹ These two agreements had largely the same content.

the 1983 agreement has been terminated - in part - in recent years. The agreement with SAF has been terminated on the part of PTK, as has the follow-on agreement to this. However it is still in force between SAF and LO.

In the introduction to the agreement the parties develop their common view of equal opportunities. Traditional ideas about women and men are seen as the explanation for the lack of equal opportunities. The equal opportunities objectives partly follow the law (and the public sector equal opportunities agreement) concerning equal opportunities for women and men, equal pay and terms of employment and more even sex distribution in occupations. As in the aforementioned equal opportunities agreement, the opportunity to combine gainful employment and parenthood - parental responsibility - is an objective.⁴²

The next sections highlight the parties' common responsibility for equal opportunities and state that the activity is to be planned and goal-oriented, that conditions are to be studied in a joint survey and taking measures is to be regularly assessed. Staff development is highlighted and reference made to the development agreement with its opportunities for job swapping, job rotation, etc, with the aim of changing the uneven sex distribution in some occupations. As stated above in the section on case law (3.3) some disputes can be referred to the Arbitration Court for the Development Agreement.

As stated, in some cases the current agreement is more precise than previous agreements. Further examples of this are the fact that the agreement names targeted advertising, the requirement for different working conditions (changing rooms, technical aids, etc), information and training for managerial staff, and so on, as a means of increasing equal opportunities. On the other hand, the agreement sets out no concrete requirements which must be met, which is why the agreement as a whole is goal-oriented in nature.

⁴² The aforementioned agreement uses the term "responsibility in the home" (hemansvar).

4.1.1.5 The union agreement in the engineering sector

The equal opportunities agreement in the engineering sector is an example of a collective agreement at union level in the private sector. It entered into force approximately seven months after the SAF-LO/PTK agreement was concluded and copies it almost word for word. The only difference, besides the names of the parties to the agreement and its entry into force, is that developments are to be monitored by the parties' own board, the Engineering Industry Development Board.⁴³

4.1.2 Central co-operation agreements

Co-operation agreements are a new form of central agreement which have been developed in recent years. They can replace several previous agreements, eg co-determination agreements, health and safety agreements and equal opportunities agreements. Their main statements stress development and increasing efficiency as a common goal for the employer and the employees as well as a good working environment and stimulating and developing work for the employees. The equal opportunities aspects can be integrated in different ways. In some agreements some equal opportunities issues are summarized expressly, while in others they can be seen as underlying, more indirect features. Two co-operation agreements are described below.

⁴³ This agreement is not summarized in section 7.

4.1.2.1 The pulp and paper industry

The Co-operation Agreement in the Pulp and Paper Industry applies between the unions from 1 January 1995.⁴⁴ (cf. 7.6).

The pulp and paper industry processes one of Sweden's most important natural resources - her forests - and is a high-tech export industry. It has been and still is a highly male-dominated industry in all stages of production.

The agreement stems from the Co-determination Act, the Work Environment Act and the Equal Opportunities Act. It is expressly stated that the agreement does not restrict rights and obligations under these acts.⁴⁵ It replaces previous agreements in the field, including the equal opportunities agreement.⁴⁶ The agreement requires that local co-operation rules have been drawn up and "*requires a decentralized decision-making process with delegated authority in both the companies and the trade unions.*"⁴⁷

The five sections of the agreement deal with objectives, general starting points, guidelines for different areas, negotiating procedure and period of validity. The guidelines cover seven areas, of which equal opportunities is one:

- working environment and work organization
- company health care
- equal opportunities
- skills development/training
- the roles of the parties and co-operation
- employee advisor
- union contact.

⁴⁴ The agreement was entered into on 30 November 1994 and will apply indefinitely, with a three-month notice period.

⁴⁵ Co-operation agreement: objective.

⁴⁶ The co-operation agreement also replaced the work environment agreement, including guidelines for company health care, and the development agreement. Minutes to the negotiations 30.11.1995 section 1.

⁴⁷ Co-operation agreement: General starting points.

As well as in the special section on equal opportunities, equal opportunities is also referred to in the objectives, the general starting points, and two of the other sections for which guidelines are given: working environment and work organization, and skills development/training.

Regarding working environment and work organization, the common interest in developing a good working environment and work organization is stressed:

This also involves workplaces, working methods, work organization and working conditions in general being arranged such that they are appropriate for both women and men.

The summary emphasises

that work is organized so that it provides the conditions for equal opportunities between the sexes.

In the section on skills development/training the general principles governing training include the statement:

The need for training in the company should be assessed also from the point of view of equal opportunities.

When recruiting and training men and women,⁴⁸ equal opportunities must be provided. However, targeted training initiatives with the aim of eradicating uneven distribution between women and men in certain occupations should be sought.

Examples of skills development given include mentors, systematically-composed training networks and job rotation, all methods which are often used in particular equal opportunities initiatives to strengthen and expand the working conditions of female employees.

The separate section on equal opportunities begins with a short description of the lack of equal opportunities. The reasons for this are seen as *...primarily...a consequence of traditional*

⁴⁸ In the context of equal opportunities Swedish alphabetical order is usually used as an active strategy, ie women (kvinnor) before men (män). This is in order to eradicate previous patterns where men were given greater emphasis and thereby symbolically placed first. It is unclear why the word order men before women has been used here - as in one other place in the text of the agreement.

*attitudes... and unconscious gender prejudice, ...change of attitudes..., dissemination of knowledge and opinion-forming are highlighted as the means of change. The parties share the opinion that women and men are to have equal opportunities on the labour market.*⁴⁹ This means among other things *equal opportunities for employment, training, promotion and development at work as well as equal pay for work of equal value.*⁵⁰

As in all equal opportunities agreements previously referred to, the agreement includes the *opportunity* for positive discrimination in favour of the under-represented sex. Special comments state that special treatment with the aim of attaining these equal opportunities objectives is not to be considered discrimination.⁵¹

4.1.2.2 Samhall development agreement

Samhall is a group of state companies organized within SAF. Its work is part of labour market policy and it operates with and for handicapped people. The Samhall development agreement came into force a year after the aforementioned agreement in the pulp and paper industry (cf.7.7). The agreement is very wide-ranging, containing a description of the group's mission statement and the objective and focus of development work. The key word "development" can be found in many of the provisions: Development of the company, The developing workplace, Development of the individual, etc.

Equal opportunities is referred to in two places:

*Samhall's operations must... also be characterized by seeing work and the situation of the individual worker in their total context, as must equal opportunities between women and men. This means that issues concerning staff development, work environment, work organization, etc, must be integrated with the choice of business, business development, product technology solutions, etc...*⁵²

⁴⁹ Quote from the text of the agreement page 15.

⁵⁰ Ibid. page 16.

⁵¹ Reference is made to the Equal Opportunities Act's rules on prohibited sex discrimination in employment, etc, (sections 16-17). For positive discrimination it is a requirement that the measures are stated in the equal opportunities plan (text of the agreement page 16).

⁵² Agreement page 3.

and as the final point in the description of objectives:

*Equal opportunities between men and women is also an important objective.*⁵³

It is interesting from the point of view of equal opportunities that the agreement allows local trade unions to request that a skills plan is drawn up for a work team. The plan will serve as the basis for individual action plans *which, besides training staff in new tasks, may contain personally-focused initiatives.*⁵⁴ This would therefore mean that the agreement can give the employees - the trade union members - individual rights when it comes to development at work and skills development. So far too little time has passed from the signing of the agreement to be able to assess its practical consequences.

4.1.2.3 Tele participation and development agreement

This collective agreement is a national agreement within the telecommunications sector. The majority of the companies are part of the Telia group (cf.7.8). An equal opportunities section emphasises that more equal distribution of women and men in separate tasks is significant for efficiency *because among other things it is hereby possible to exploit the different skills and experiences of both women and men...*⁵⁵ It also refers to co-operation between the parties to eliminate wage discrepancies between men and women, co-operation between the parties to plan and monitor equal opportunities in connection with the company's initiatives for change, the importance of local anchoring, and the significance of management for equal opportunities. As this indicates, the agreement is formulated on an overall level.

4.1.2.4 Equal opportunities policy for local authorities and county councils, 1994

This policy dating from 1994 (cf. 7.9) takes the agreements Development -92 and Skills -93 concluded between the parties as its starting point and formulates a joint view of equal opportunities:

⁵³ Ibid. page 6.

⁵⁴ Ibid. page 13.

⁵⁵ Agreement, page 8.

Equal opportunities at work prevail when women and men have equal rights and opportunities to:

- obtain and keep work*
- be equally represented in all occupations and at all levels of authority*
- receive equal pay and terms of employment for equal work and work of equal value*
- develop at work*
- progress to new tasks*
- develop skills*
- combine gainful employment and family responsibilities*

Equal opportunities measures are seen as a strategic issue in the ongoing restructuring of local government. A requirement is said to be that the basis for "workplace-linked and comprehensive administrative measures lies in the work team". Even sex distribution is seen as "an important question in terms of democracy, power and efficiency " and at managerial level also as a quality issue.⁵⁶

The two fundamental agreements Development -92 and Skills -93 on the other hand do not expressly cite equal opportunities. In the document on the equal opportunities policy, however, great significance is accorded to the general wording of these agreements: "the participation and influence of *all* - women and men - in a system of co-operation".⁵⁷ Although the policy does not take the form of a collective agreement, it is cited as an example of a very wide-ranging agreement in the area. It has replaced the abolished equal opportunities agreement in most parts of the sector, is formulated in terms of general principles and should entirely lack legally binding effect.

⁵⁶ Equal Opportunities Policy for Local Authorities and County Councils Dec. 1994 pages 2 to 4.

⁵⁷ One example is the section "the individual" in Development -92. "Every employee must have the opportunity and conditions to influence the form of his or her own work in a new way" (page 8). Another example from the same agreement applies to staff development. "A good staff policy involves all employees having the opportunity for personal and professional development" (page 10).

4.2 Agreements on wage conditions and terms of employment - with a focus on equal opportunities

This section on agreements on wage conditions and terms of employment with a focus on equal opportunities deals with certain agreements on wage fixing/calculating pay, wage agreements with a focus on equal opportunities as well as agreements which deal with parenthood and mainly apply to payments and the right to leave.

4.2.1 Wage agreements - some examples

In recent years collective agreements on wages have aroused great interest from the point of view of equal opportunities. The new Equal Opportunities Act's more powerful rules against wage discrimination and the requirement to monitor sex-related pay discrepancies has played a decisive role here. Although the employer is responsible for ensuring that wage discrepancies do not arise, the trade unions play a major and active part in setting wages through collective agreements and collective bargaining. As stated earlier, several co-operation agreements contain statements on co-operation between the parties to eliminate wage discrepancies between men and women. Almost all current wage agreements contain a statement that the parties are to analyse wages by sex. Many also contain a passage on co-operation to adjust such discrepancies. Sometimes the parties have agreed on general initiatives for female-dominated occupations or set aside special funds for adjusting unjustified sex-related wage discrepancies.

An example of a wage agreement which focuses on equal opportunities is the engineering agreement and the industrial salaried employees' agreement 1995/1998 (cf. 7.10):

VF and the Swedish Metalworkers' Union [Svenska metallindustriarbetareförbundet] (Metall), SIF and CF are agreed that prior to agreeing wages under the agreements, the local parties will analyse women's pay in relation to men's. If such analysis demonstrates that

*unjustified wage discrepancies exist in the company, this will be adjusted in connection with the negotiations.*⁵⁸

Individual, differentiated wage fixing is emphasized, but all agreements (VF-Metall, VF-SIF and VF-CF) state that the same wage fixing principles *must apply to women and men and the young and the old...*⁵⁹ A note on the point "Negotiation procedure" in the agreement between VF-Metall and VF-SIF points out that special consideration must be paid to groups or individual employees with *unfavourable wages or unfavourable wage development*.⁶⁰

Folksam's employee agreement in the private co-operative sector⁶¹ is an example of a local agreement (cf. 7.17). Here the objectives of measures against unjustified wage discrepancies are considered to be set somewhat lower than in the previous agreement:

*The local parties must particularly observe the rules of the Equal Opportunities Act regarding the requirement to monitor unjustified wage discrepancies between women and men. Individual distribution is to take place in such a way that any unjustified wage discrepancies are clearly reduced during the period of the agreement.*⁶²

On the other hand, the agreement contains a special measure aimed at female employees. *For FTF's female members a fund is to be reserved amounting to 0.5% of the total monthly salary paid to female staff on 28.02.1995. The fund is to be distributed so as to even out any unjustified wage discrepancies that may arise.*⁶³

Equal opportunities are also addressed in the wage agreement in the local government sector.

⁵⁸ Agreement 23.05.1995, page 4.

⁵⁹ Ibid. pages 8, 17 and 26. The same wording is also found in the wages agreements in local government (HÖK 95 and ÖLA 95 in the annex Wage Agreement 95 section 2).

⁶⁰ Ibid. pages 11 and 19.

⁶¹ Agreement on General Terms of Employment for Folksam Employees 01.01.1995-31.12.1996.

⁶² Annex 2.3.

⁶³ Ibid.

In the agreement between the nursing union the Swedish Association of Health Officers [Vårdförbundet SHSTF] (SHSTF), the Association of Management and Professional Staff [Ledarna] (cf.7.14-16) and the Swedish Municipal Workers' Union (cf. 7.11-13) before the pay reviews of 1996 and 1997 a fund for each organization is to be calculated on the basis of the respective wages paid to permanent female employees who are members of the relevant union. The percentage rates vary between the different organizations and in some cases also between the two years.⁶⁴ In local negotiations regarding the distribution of the fund it was held that female-dominated occupations should be paid separately. However, the outcome of the agreement is not gender-specific as men in these female-dominated occupations are also entitled to share in the fund, which is estimated on the basis of the wages of female employees.

4.2.2 Agreements concerning parenthood

Agreements on maternity pay and bonuses in connection with the birth of a child can be found in the majority of agreements for salaried employees. These benefits were introduced at the end of the 1940s. At that time they were gender-specific and applied exclusively to female employees. As stated in the section on case law (3.2), the payment period for both the gender-neutral grant and female-specific maternity pay has been extended.

Agreements which relate to parenthood no longer have the same significance as when they first appeared. Today comprehensive parental insurance is available through the general social security system. This makes it possible to take paid parental leave to take care of a baby for a long period or care for a sick child, as well as leave for the father following the birth of a child, to cite but a few examples. The benefits in the collective agreements now represent additional bonuses on top of the general insurance system's grants for certain employees and in certain forms during pregnancy and after the birth of the child.

Childcare has also been viewed as a social responsibility rather than an issue for the employer or the employer/employee relationship. On the other hand, childcare can be seen as part of the

⁶⁴ SKAF and Ledarna received 1.3% in 1996 and 1% in 1997 while SHSTF received 1.3% in both years. The organizations in SACO, on the other hand, had no corresponding settlement.

infrastructure of a locality. An active and easily accessible childcare system can be a negotiating argument when setting up or expanding a company. Both companies and trade unions thereby have an interest in functioning childcare. A clear example is the wording of SAF's 1980 equal opportunities programme, which stated that SAF was to promote:

- "the availability and adequate provision of different types of good-quality childcare and other social services for the employees of the company;
- employees having the opportunity to influence the planning of childcare and other social services..."⁶⁵

There are some individual examples of a workplace organizing childcare. As a point of interest it can be mentioned that in 1994 the Riksdag (the Swedish parliament) introduced childcare for children of members of parliament and Riksdag staff. Here it is not a question of continuous supervision of children but a facility which can supplement the childcare available in the home district. This gives children the possibility of visiting a parent while he or she is working for the Riksdag. Employees can make use of this facility in certain exceptional circumstances. Availability is not regulated in the form of a collective agreement.⁶⁶

Agreements in special cases, such as where the employer pays the cost of caring for a sick child, so that an employee does not have to take time off work to care for the child him/herself, also fall outside the scope of collective agreements. Most often these involve temporary arrangements within the framework of the individual employment contract.

4.2.2.1 Agreements on bonuses during parental leave

Folksam's employee agreement has been selected as one example of many collective agreements which deal with bonuses during parental leave (cf. 7.17):

In addition to parental benefit paid in accordance with the National Insurance Act, a permanent employee who has been employed for at least one year is entitled to a bonus in the

⁶⁵ Views on equal opportunities at work, SAF's equal opportunities programme, page 22.

event of the birth or adoption of a child (until the child reaches the age of four). This is conditional upon the leave being divided between a maximum of three periods and comprising a total of at least 90 days = 63 working days in a 18 month period.

Payment will be made in the form of a lump sum of 150% of the monthly salary after the leave of 90 days = 63 working days has been taken.⁶⁷

The agreement applies to payments made in the event of birth and adoption:

Entitlement:

The agreement is gender-neutral and applies equally to women and men. Recipients are restricted to those in permanent employment who are not new staff. The qualifying period of employment is a year. A similar time limit used to apply in the general insurance system.⁶⁸

Payment period etc:

According to the Parental Leave Act, parents who are employees are entitled to full-time leave for 18 months⁶⁹ and part-time leave until the child reaches the age of eight.⁷⁰ The Act also covers maternity leave and leave for the temporary care of the child.⁷¹ The agreement's requirement of a total of 90 days of leave promotes a longer period of parental leave. However, the act does not set any minimum requirements. The agreement's requirement that the 90 days are to correspond to 63 working days also prevents leave being concentrated at weekends. It is primarily fathers who take short parental leave and leave/payments linked to weekends.

⁶⁶ Information from Anna Lena Hazell Karpelan, Riksdag.

⁶⁷ Annex 1, section 18. Agreements of the same nature can be found in many areas in the public and private sector.

⁶⁸ Until 1974 it was a requirement that the insured woman was eligible for additional sick pay through gainful employment and had been placed in the sick pay category at least 270 days = 9 months before the birth of the child. This restriction was originally introduced to prevent women from "gambling" on payment after the start of the pregnancy. "The provision in this respect aims to prevent a woman who has noticed that she is pregnant from taking up a post or beginning other gainful employment in order to gain additional sick pay resulting from the birth of the child." (Hamdahl et al, 1972, page 101).

⁶⁹ Parental Leave Act (1995:584): The main rule is that the right to full-time leave applies until the child is 18 months old, section 5.

⁷⁰ Part time leave can be extended until the child has completed his or her first year of school, should this be later, sections 6-7.

⁷¹ Sections 4 and 8. The period for which payment may be made in the form of parental insurance from the general insurance system is shorter than the entitlement to leave.

Amount:

The statutory parental insurance grant is currently calculated to compensate for 75% of lost earnings on working days (weekends and public holidays are not included). Furthermore there is a ceiling for the insurance which means lower compensation for those on a higher income. The relatively limited compensation provided by the general insurance system has been seen as an explanation for fathers' reluctance to take up parental leave.⁷² In order to increase fathers' share of childcare in 1995 a "hard quota" was introduced for the parental grant: 30 days of parental grant must be retained by one parent and cannot be transferred to the other.⁷³ During the quota period the amount of compensation paid is also higher.⁷⁴

The collective agreement entitles employees on parental leave to one and a half months' "extra salary" when the terms of the agreement are met. This payment is made in addition to the parental grant from the general insurance system, in the form of a bonus. However, this parental leave bonus is lower than the rate of sick pay under the agreement. Another difference is that sick pay is not restricted to employees who have been employed for a certain period, while the parental leave bonus gives extra salary - parental bonus - only to those parents who are permanent employees of the company. Here the funds are distributed so as to favour permanent staff.

4.2.2.2 Other parental leave, etc.

The agreement also contains rules for salary deductions when the parent is on leave with temporary parental benefit⁷⁵, for parental leave taken as reduced working hours and for leave when maternity pay is being paid (cf.7.17). The latter leave is a female-specific benefit but in general the agreement is gender-neutral when it comes to parental benefits.

The agreement also contains a rule which extends the statutory entitlement to parental leave.

⁷² In 1994 women took 89% and men 11% of the days of leave for which parental grant is paid, SCB 1995 page 36.

⁷³ General Insurance Act, Chapter 4, section 3, paragraph 6.

⁷⁴ General Insurance Act, Chapter 4, section 6, paragraph 5.

⁷⁵ When the child is ill, for instance.

*Full-time employees have...the right to reduce working hours by 25% until the child reaches the age of 12.*⁷⁶

According to the act, the main rule, as stated, is that parental leave can be taken until the child reaches the age of eight.⁷⁷ Once more the agreement provides more beneficial rules.

4.2.2.3 Wages after parental leave

A further section of the central agreement on general terms of employment for Folksam (Annex 2) contains a rule on wage fixing when returning to work after parental leave.

When an employee returns to work after full-time parental leave, the employee's salary is to be reviewed with the aim of avoiding an imbalance between the salary and the nature and difficulty of the post. For FTF members this review is to take place in co-operation with the local trade union. Salary adjustment due to the review must not reduce the scope for local negotiation.

*The central parties presume that local agreements will be entered into concerning the procedure.*⁷⁸

This rule was introduced in 1995 and a driving force behind its appearance was the chair of the local union club who, after her own parental leave, noticed that those who had taken parental leave often "lagged behind" in terms of wages on their return. When this discrepancy was being adjusted it was found that the requirements sometimes conflicted with other wage demands. The solution chosen in the agreement was that any adjustment of wages would not come out of the local fund set aside in the wage agreement.⁷⁹ In several cases this rule has

⁷⁶ Annex 1, section 19.

⁷⁷ Cf. previous page and footnote 71.

⁷⁸ Annex 2. Wage Agreement between KFO and the Swedish National Union of Insurance Company Employees [Försäkringstjänstemannaförbundet] (FTF).

⁷⁹ Wage reviews after parental leave are also common in other agreement areas, but in such cases the adjustments must be made within the general scope of local collective bargaining.

been applied to women returning to work but so far no man has been the subject of such a wage adjustment.⁸⁰

The agreement is one of the more innovative and its importance should be greater the more individual, differentiated wage fixing is emphasised.

4.2.2.4 Maternity pay

Several agreements still contain what is known as maternity pay paid only to female employees. The agreement between VF and SIF, the Swedish Foremen's and Supervisors' Association and CF (cf.7.10) has been mentioned in the section on case law (see 3.2). Further examples are provided by some national agreements between the Swedish Association of Forestry and Agricultural Employers [Skogs- och Lantarbetsgiveareförbundet] and the Swedish Agricultural Workers' Union [Svenska Lantarbetareförbundet], the landscape gardening and horticulture sectors, etc. (cf.7.19).

Unlike the rules in the general insurance system, the maternity pay granted under agreements is a benefit which covers the time before and after the birth of the child. In this way it can complement both parental grant and any maternity pay.

⁸⁰ No formal local agreement on the procedure has been made. Information from the chair of the union, Saila Ström.

5. Gender-specific rules, remnants of inequality, etc. Some examples

Collective agreements have grown and changed through what might be termed a patchwork approach. Major and minor changes have been made to what is now a very old framework, with new agreements, "patches", being "sewn" onto the original structure (cf. page 5). This means that the agreement may still contain old "patches" - remnants from the past. The male as the norm is one such remnant which still exists in a number of agreements. Other agreements have been changed to contain gender-neutral language throughout.⁸¹

The texts of agreements in the forestry and agriculture sector, for example, describe the employee as a man in some cases.⁸²

A worker must carry out work assigned to him with all due care and to the best of his ability

The worker and his family must take good care of the accommodation and its fittings⁸³

A worker is obliged to be at the place laid down for carrying out the work at the time determined for him⁸⁴ (my underlining).

The fact that the word "worker" is not necessarily seen as masculine is clear from the agreement's provision on maternity pay:

Maternity pay is paid at 10% of the salary for such fixed ordinary working hours which the worker would have worked for a respective 2 month period had she not been on maternity leave⁸⁵ (my underlining).

Gender-specific rules referring to women are now few and overwhelmingly positive. They refer to women in their capacity as mothers and are therefore linked to women's biological

⁸¹ For example the 1983 Equal Opportunities Agreement between SAF and LO/PTK also talks about the aim to abolish gender-specific job titles.

⁸² Only one such agreement is included in section 7, see 7.19.

⁸³ Swedish Association of Forestry and Agricultural Employers and Swedish Agricultural Workers' Union, horticulture 1995-1998, section 15 and section 7.6 (cf. 7.19).

⁸⁴ Swedish Association of Forestry and Agricultural Employers and Swedish Agricultural Workers' Union, landscape gardening 1995-1998, section 16 (cf. 7.19).

⁸⁵ Swedish Association of Forestry and Agricultural Employers and Swedish Agricultural Workers' Union, horticulture 1995-1998, section 10 (cf. 7.19)

function. The maternity pay clause quoted above is one such example, the right to time off for ante-natal clinic appointments is another.⁸⁶

However, positive rules for men now tend to be indirectly gender-specific. This refers to agreements where male-dominated or even entirely male groups are given the right to special bonuses and benefits. In the local government sector for example, fire officers and chimney sweeps have the right to a free journey home every 14th day in some residential training⁸⁷ and when serving under the Reserve Officer Regulation an employee may retain 25% of his salary.⁸⁸ The comprehensive and highly precise rules in collective agreements regarding piecework in the property cleaning service are also of interest.⁸⁹ The agreement on piecework has been specially developed and specified in male-dominated, manual occupations. Of course, specific and varied rules setting out different rates for heavy and dirty work, heavy lifting, etc, could also be introduced in the care sector but in female-dominated areas this is an alien tactic. The piecework rules reflect and confirm indirect inequality. This cannot be solved without far-reaching changes in pay structure, for instance by changing (and possibly abolishing) traditional bonuses and piecework.

Today agreements are gender-neutral throughout. Collective agreements are therefore no longer formally unequal, but the lack of equal opportunities in practice is instead reflected in the need for equal opportunities agreements, special pay scales for female-dominated groups, etc.

⁸⁶ Ibid. section 25, number 7 (cf. 7.19)

⁸⁷ See for example HÖK 95, Annex 5, Notes to AB 95 number 5 (cf. 7.11)

⁸⁸ HÖK and ÖLA 95, AB 95 Annex 2 section 26 number 2 (cf. 7.11-12 and 7.14-15).

⁸⁹ AB 95 Annex G (cf. 7.12 and 7.15).

6. Important or unimportant - the significance of collective agreements

6.1 Equal opportunities agreements

The report of the 1988 equal opportunities committee found that equal opportunities agreements had come to be more and more succinct and more and more general in their wording. According to the committee the parties had a conscious aim to refer only to objectives and frameworks and not to set out concrete measures in plans and action plans at individual workplaces.⁹⁰ In general it seems that the social partners no longer afford collective agreements the same front-line position as in the 1979 Equal Opportunities Act.⁹¹ On the contrary, with hindsight the regulation of equal opportunities through collective agreements has been counter-productive. The agreements were hardly tools for concrete equal opportunities measures in the workplace. They were not used to develop or narrow down the field or to adapt equal opportunities measures to local conditions. This could have made them a barrier to innovation. In many cases they seem to have fallen into neglect.

Through the 1991 Equal Opportunities Act and later amendments to it, collective agreements on active equal opportunities measures have become even less important in practice. State supervision though the EEO has been strengthened and activities at the workplace now focus on the statutory requirements for equal opportunities plans and their evaluation. It is hardly surprising that equal opportunities agreements have been terminated and abolished in key sectors of the labour market.⁹² Nor are the new comprehensive co-operation agreements, development agreements, and so on, operational instruments for concrete action in the field of equal opportunities, despite the fact that they mention equal opportunities as a principle.

However, this trend is not entirely one-way. There are agreements which seem to retain equal opportunities agreements as a strategy for change. Wage agreements in the electricity/energy

⁹⁰ SOU 1990:41 page 300 f.

⁹¹ This also applies to other types of co-operation agreements.

⁹² It is illuminating that the 1995 version of SAF's publication "Equal opportunities at work" no longer mentions equal opportunities agreements. In the 1989 edition, for example, equal opportunities agreements accounted for almost a third of the revised text.

sector (cf. 7.18) have agreed that cross-party working parties are to be appointed to ascertain the need for or even develop proposals for equal opportunities agreements.⁹³

6.2 Actual collective agreement rules on parenthood - then and now

Another area where the need for regulation through collective agreements has diminished concerns childcare and parental leave. Compared with the situation in many other countries, Sweden's well-developed, primarily state-run childcare provides ample opportunity to combine gainful employment with caring for small children. The general social insurance system provides long and relatively well-paid parental leave. The rules in collective agreements concerning payments during parental leave evolved during a period where social support was very limited. Agreements on maternity pay are a case in point (see 4.2.2.4).

However, the trend is not one-way in this area either. There are examples of this kind of pay bonuses in some agreements having been increased and adapted in line with present ideology on work and family life. Compensation may, for example, be paid to both mothers and fathers. Parental leave has also led to interesting innovations in terms of agreements. The innovation lies not in the technical design of agreements but in the fact that attention is being drawn to the wages of parents returning to work after parental leave with a view to rectifying any discrepancy.

6.3 Wage agreements - a crucial equal opportunities issue today

Today wage agreements are the arena in which equal opportunities considerations have the greatest weight. The latest agreement movement resulted in collective agreements on wages where unjustified wage discrepancies between the sexes were identified as a problem and where special and somewhat varying methods were sometimes designed to raise the wages of female-dominated groups. As with the issue of equal opportunities agreements in the 1980s, legislation is partly behind the current attention given to such measures just now. Collective

⁹³ Wage Agreement, Swedish Electrical Employers' Association [Elinstallatörens Arbetsgivareförening], Power Section [Kraftsektion].

agreements are a means of meeting the requirement of the Equal Opportunities Act for monitoring of the wages of women and men. The EEO also has the power to challenge the actual wage fixing carried out by employers as possible wage discrimination, irrespective of whether a collective agreement exists. Wage agreements are attempting to prevent such intervention by agreeing that attention must be drawn to gender-discriminatory wage fixing and action taken. Sometimes agreements state that this is to be done by consensus. Employers and trade unions are to produce a common assessment and share responsibility for the measures. Sometimes this is even seen as the responsibility of the individual employee.⁹⁴

Activity therefore seems not to be primarily and solely motivated by the requirements of the social partners themselves but by the risk of negative attention "from outside". The issue of wage discrimination has been debated at length and a weak ban on discrimination has existed since 1980. Due to increased state monitoring of equal opportunities and the strengthening of the ban on wage discrimination, we have seen a considerable increase in the possibilities and inclination of employees to react against gender-linked wage discrimination.⁹⁵ Equal opportunities plans have been developed in the majority of workplaces. To sum up, it can be said that intervention through legislation has been a more effective tool for changing gender-based power structures than the co-operation of the social partners themselves through collective bargaining and collective agreements.

⁹⁴ AD 1995 no. 158 and AD 1996 no. 41.

⁹⁵ In 1995 81 cases of alleged wage discrimination were submitted to the EEO. Corresponding figures for 1991 and 1992 were less than 20, while in 1990 nine applications were received.

7. List summarizing selected agreements on equal opportunities between women and men. An annex

This section contains a survey of the majority of the agreements discussed earlier. To a certain extent it follows the matrix recommended for the project. I have chosen to add it as an annex to the descriptive and analytical sections. Since it should be read in connection with sections 4-5, there are numerous cross references between the sections.

Some methodological problems must first be noted. One concerns the parties to the agreements stated. Some agreements were concluded more than 15 years ago and in some cases the parties concerned have changed their names or undergone far-reaching organizational changes. The names of the parties therefore reflect the situation when the agreement was concluded and not the current position.

Another doubt concerns the term "Sector of industry", an undefined term with many meanings and which is not comparable between the various agreements summarized. The classification of the sectors is in the form of an overview and is based on summaries from Statistics Sweden (SCB). As comparing the summaries from different areas would constitute a separate research project for a statistician, the figures given for sectors of industry must be seen as an illustration using approximate measurements.

The same applies to the quantification of numbers of employees. The data given are not comparable. They do not always refer to the same year and in any case information on the number of union members may well include the unemployed and those on leave.

These reservations in respect of questions such as "where?" and "how many?" also apply to the question "what?" It is worth repeating my previous point that negotiations and agreements often form a coherent whole. Extracting the part of an agreement which covers terms of employment, for example, without at the same time seeing the agreement as a whole and placing the extract in its historical context can often lead one to draw the wrong conclusion

(section 2). Here certain agreements have been extracted as examples of equal opportunities measures, Any connection they may have with other agreements and settlements is not the object of this study.

With these reservations it is hoped that this section will nonetheless provide a distilled overview of the examples.

7.1 Co-determination agreement for local authorities and county councils MBAKL 80 (1980)

see 4.1.1.1.

Period of validity: Until further notice, but most now abolished through new agreement, Development -92.

Equal opportunities section, Chapter III of agreement, may still apply if local agreement concluded.

Parties:

Employer: Federation of County Councils, Swedish Association of Local Authorities, Association of Parishes within the Swedish Church [Svenska Kyrkans Församlings- och Pastoratförbund]

Employee: Swedish Municipal Workers' Union, Federation for Salaried Local Government Employees (KTK) and SACO/SR/K

Level of agreement: Central agreement between central organizations

Type of agreement: Framework agreement; co-operation agreement, co-determination agreement including equal opportunities agreement

Gender-neutral

Sector of industry: Public local government at primary and county level

Number employed in sector: Approx. 1.1 million , 80% women. Sector covers approximately 30% of employees in Sweden in 1995

Employee coverage: All

Legal effect: Equal opportunities agreement (Chapter III) seen as a binding central agreement. Through the generally observed guidelines, however, no independent legal effect. (Other parts of the agreement binding once local parties have concluded an agreement)

Of particular interest:

- First agreement after the Equal Opportunities Act
- Refers to combining responsibility for the home and gainful employment
- Express requirement for equal opportunities officer

7.2 Equal opportunities agreement for the City of Stockholm

see 4.1.1.2.

Period of validity: From 1992 and until further notice

Parties:

Employer: City of Stockholm

Employee: numerous trade unions

Level of agreement: Local, covering local authority

Type of agreement: Framework agreement; co-operation agreement, equal opportunities agreement on active equal opportunities measures

Gender-neutral with gender-specific focus:

The aim is primarily to improve conditions for women at work (section 2).

Sector of industry: Public local government at primary level

Number employed by employer: Approx. 50 000, of whom approx. 82% women

Unionization: approx. 85%

Employees constitute approx. 1.4% of employees in Sweden in 1995

Employee coverage: All

Legal effect: Binding agreement but must be designed and made more specific at administrative level where necessary

Through the generally observed guidelines, however, no independent legal effect

Of particular interest:

- Local overall agreement for a major employer, adapted to 1991 Equal Opportunities Act
- Employer party's comments on the agreement specify sexual harassment

7.3 Co-determination agreement - private sector MBA-S (1984)

see 4.1.1.1 and 4.1.1.3

Period of validity: Until further notice

Parties:

Employer: National Agency for Government Employers

Employee: Association of Government Employees [Statsanställdas Förbund], Central Organization of Salaried Employees, Section for State Employees (TCO-S), Central organization SACO/SR

Level of agreement: Central agreement between employers and main trade unions

Type of agreement: Partly framework agreement; co-operation agreement, co-determination agreement including equal opportunities agreement

Gender-neutral

Sector of industry: Public sector

Number employed in sector: Approx. 240 000, of whom approx. 40% women

Sector covers just over 6% of employees in Sweden in 1995

Employee coverage: All

Legal effect: (approved by government) Immediately binding but can be specified in local agreements

The generally observed guidelines have no independent legal effect

Of particular interest:

- Employers' responsibility for annual equal opportunities plans (see 7.4)
- Mentions the uneven distribution of women and men in and between different professional areas
- Equal opportunities must be dealt with in staff training, eg staff movement, staff development, managerial training
- Observes the need for childcare during staff training
- Co-ordination of collective agreement and Equal Opportunities Regulation

7.4 Guidelines for equal opportunities plans (1988)

see 4.1.1.3

Period of validity: Until further notice from 1.11.1998.

Parties:

Employer: National Agency of Government Employees

Employee: Association of Government Employees, TCOS, Central organization SACO/SR

Level of agreement: Central agreement between employers and main trade unions

Type of agreement: Partly framework agreement; co-operation agreement, agreement on amendments to co-determination agreement section 40 MBA-S

Gender-neutral

Sector of industry: Public sector

Number employed in sector: 240 000, of whom approx. 40% women.

Sector covers approximately 6% of employees in Sweden in 1995

Employee coverage: All

Legal effect: (approved by government) Immediately binding but can require that plans are drawn up after local co-operation negotiations

Of particular interest:

- Employers' responsibility for drawing up an equal opportunities plan each budget year with requirements for concrete measures which must be determined in terms of timescale, scope and cost

7.5 Equal opportunities agreement between SAF and LO/PTK

see 4.1.1.4.

Period of validity: Until further notice, however no longer in force between SAF/PTK

Parties:

Employer: Swedish Employers' Confederation (SAF)

Employee: Swedish Trade Union Confederation (LO) (previously also PTK)

Level of agreement: Central agreement between central organizations

Type of agreement: Framework agreement; co-operation agreement, equal opportunities agreement on active equal opportunities measures

Gender-neutral

Sector of industry: Primarily private companies, employers and trade unions in SAF's area of operations

Number employed in sector: Approx. 2.2 million , of whom approx. 37% women
The individual sector covers approximately 60% of employees in Sweden in 1995

Employee coverage: All

Legal effect: Requires the conclusion of an agreement at local level

Of particular interest:

- Agreement covering a very large proportion of the labour market
- Aims for gender-neutral job titles
- Targeted training initiatives with the aim of eradicating uneven sex distribution “should be striven for”

- Also refers to other agreements and opportunities to eradicate uneven gender distribution through job swapping, job rotation etc.
- That the agreement has ceased to apply between some of the parties

7.6 Co-operation agreement in the pulp and paper industry 1995

see 4.1.2.1.

Period of validity: Until further notice

Parties:

Employer: Employers' Federation of Swedish Forest Industries [Svenska Skogsindustrieförbundet]

Employee: Swedish Pulp and Paper Workers' Union [Svenska Pappersindustriarbetareförbundet], SIF, Ledarna, CF

Level of agreement: Union agreement

Type of agreement: Framework agreement; co-operation agreement, one section of which deals with equal opportunities

Gender-neutral

Sector of industry: Pulp and paper industry in the agriculture and forestry sector

Number employed in sector: Approx. 43 000 , of whom approx. 24% women. Sector covers approximately 1.2% of employees in Sweden in 1995

Employee coverage: Approx. 34 000, amongst whom women in the minority

Legal effect: Framework agreement intended to lead to local settlements

Of particular interest:

- A relatively new co-operation agreement seen as a model
- Background description of the lack of equal opportunities
- Special equal opportunities section (general in nature)
- Equal opportunities points of view referred to in the sections on work environment, work organization, skills development/training

7.7 Samhall development agreement, 1996

see 4.1.2.2.

Period of validity: Until further notice

Parties:

Employer: Samhall/Almega (part of SAF)

Employee: Numerous trade unions in LO/PTK

Level of agreement: Local agreement at group level

Type of agreement: Framework agreement; co-operation agreement on development

Gender-neutral

Sector of industry: Public action for rehabilitation through work

Number employed in the group: Approx. 33 000, of whom approx. 40% women

Group covers approximately 0.9% of employees in Sweden in 1995

Employee coverage: Approx. 20 000

Unionization: Approx. 90%

Legal effect: Binding agreement

The generally observed guidelines, however, have no independent legal effect

Of particular interest:

- At the request of local union organizations, skills plans for work teams can be negotiated to form the basis of individual action plans for training and personally directed initiatives

7.8 Tele participation and development agreement, 1996

see 4.1.2.3.

Period of validity: Until further notice

Parties:

Employer: Telecommunications board within the employers' association the Alliance [Alliansen branschstyrelse Tele/Almega]

Employee: Union of Service and Communication Employees [Facket for service och kommunikation] (SEKO), SIF, CF, Ledarna

Level of agreement: National agreement in the telecommunications sector

Type of agreement: Co-operation agreement on participation and development which includes an equal opportunities section

Gender-neutral but certain indirect focus on women

Sector of industry: According to SCB, communications, and thereby telecommunications, is part of the automobile and wholesale sector

Number employed in sector: Approx. 450 000, of whom approx. 31% women.

Sector covers approximately 12% of employees in Sweden in 1995.

Employee coverage: Approx. 30 000, of whom approx. 50% women

Legal effect: agreement binding but the generally observed guidelines, however, have no independent legal effect

Of particular interest:

- Argues why sex-segregation should be eradicated
- Equal opportunities emphasised in connection with the work for change

7.9 Equal opportunities policy for local authorities and county councils, 1994

see 4.1.2.4.

Period of validity: Until further notice

Parties:

Employer: Federation of County Councils, Swedish Association of Local Authorities

Employee: Swedish Union of Teachers [Läraryrskombundet], SKAF, SKTF, SACO, SHSTF

Level: Central policy statement of employers' main organizations and trade unions at union level

Type of agreement: Common policy for view of equal opportunities, the role of the parties in equal opportunities measures and how equal opportunities measures can be run

Gender-neutral but states the need to improve conditions for women at work, the low proportion of women in managerial posts and the low proportion of men on parental leave

Sector of industry: Public local government at primary and county level

Number employed in sector: Approx. 1.1 million, of whom approx. 80% women

Sector covers just over 25% of employees in Sweden in 1995

Employee coverage: All

Legal effect: Not legally binding but central policy statement

Of particular interest:

- Linked to development and skills agreements, equal opportunities measures assumed to start in the work team and be taken further, finally measures covering entire administration
- Form: policy decisions to be chosen instead of equal opportunities agreements

7.10 Wage agreement with general terms, the engineering agreement and the industrial salaried employees' agreement

see 4.2.1, 4.2.2.4.

Period of validity: 1995 - 28.02.1998

Parties:

Employer: VF

Employee: Metall, SIF, CF

Level of agreement: Union level

Type of agreement: Agreement on wage conditions and terms of employment

Primarily gender-neutral but gender-specific rules on analysis of female wages

Sector of industry: Engineering industry, part of the industrial sector with approximately 750 000 employees, of whom approx. 33% women

Sector covers about 1% of employees in Sweden in 1995

Employee coverage: Approx. 400 000, of whom approx. 25% women

Employee coverage: union members

Legal effect: Binding

Of particular interest:

- Common analysis of unjustified wage differentials due to sex
- Common responsibility for adjusting these wage differentials together with the negotiations
- Rules on maternity pay

7.11-13 (11) Basic agreement on wage conditions and general terms of employment and recommendations on local collective agreements, etc, HÖK 95

(12) General Provisions AB 95

(13) Wage Agreement 95

see 4.2.1., 5 (footnotes)

Period of validity: 01.04.1995 - 31.03.1998

Parties:

Employer: Federation of County Councils, Swedish Association of Local Authorities, Association of Parishes within the Swedish Church

Employee: Swedish Municipal Workers' Union

Level of agreement: Basic agreement

Type of agreement: Agreement on wage conditions and terms of employment, etc

Group of agreements includes HÖK, AB 95 Wage Agreement 95, etc

Primarily gender-neutral but includes some indirect gender-specific rules ??

Sector of industry: Public local government sector

Number of employees in sector: Approx. 755000, of whom approx. 80% women

Employee coverage: Approx. 375 000, of whom approx. 85% women

Legal effect: Not binding for local authorities, recommendation on local collective agreements

LOK 95

Of particular interest:

- Refers to equal opportunities
- Places responsibility for wage differentials not depending on gender on three parties, employers, employees and employee organizations
- Special attention paid to female-dominated occupations in local negotiations
- Some directly or indirectly genderspecific rules in AB 95

7.14-16 (14) Agreement on wage conditions and general terms of employment and recommendation on local collective agreements, etc, ÖLA 95

(15) General Provisions AB 95

(16) Wage Agreement 95

see 4.2.1., 5 (footnotes)

Period of validity: 01.04.1995 - 01.03.1998 (SKTF, Ledarna), 31.03.2000 (SHSTF)
30.06.1998 (SACO)

Parties:

Employer: Federation of County Councils, Swedish Association of Local Authorities, Association of Parishes within the Swedish Church

Employee: TCO-OF's trade union area general local government and organizations involved in the union area

Level of agreement: Union level

Type of agreement: Agreement on wage conditions and terms of employment

Primarily gender-neutral but includes some gender-specific rules, for instance on special wage funds calculated on the basis of the wages of permanent female staff

Sector of industry: Public local government sector

Number of employees in sector: Approx. 1.1 million, of whom approx. 80% women

Sector covers just over 30% of employees in Sweden in 1995

Legal effect: Not binding for local authorities, recommendation on local collective agreements
LOK 95

Of particular interest:

- Refers to equal opportunities
- Special "women's fund" calculated on the basis of the wages of permanent female staff
- Female dominated occupations are to be taken into account when distributing this. Result thereby not restricted to women
- Some gender-specific rules in AB 95

7.17 Agreement on general terms of employment, etc, for Folksam employees 1995

see 4.2.1., 4.2.2.1.-3.

Period of validity: 01.01.1995 - 31.12.1996

Parties:

Employer: Folksam through KFO

Employee: FTF

Level of agreement: Local agreement at company level

Type of agreement: Agreement on wage conditions and terms of employment

Primarily gender-neutral with some exceptions

- specially reserved fund calculated on the basis of the monthly salary of women to even out any wage differentials due to sex
- rules for payment of maternity pay

Sector of industry: Insurance sector

Number of employees in sector: Approx. 19 000 employed in companies associated to any employer organization

Sector covers approximately 0.5% of employees in Sweden in 1995

Employees covered by the agreement: Approx. 3,500, of whom approx. 57% women

Categories of employees not covered by the agreement: Employees with less than half of ordinary working hours at Folksam

Legal effect: Binding

Of particular interest:

- Special "women's fund" to even out unjustified wage differentials due to sex
- Wage review after parental leave
- Bonus during parental leave
- Right to reduced working hours

7.18 Wage agreement, Swedish Electrical Employers' Association employees, power section 1995⁹⁶

see 6.1

Period of validity: Until 31 March 1996 inclusive, extended for 1 year at a time

Parties:

Employer: Swedish Electrical Employers' Association

Employee: Ledarna, CF, SIF

Level of agreement: National agreement for the sector

Type of agreement: Agreement on wage conditions and terms of employment with terms concerning equal opportunities working parties comprising representatives of the social partners

Gender-neutral

Number of employees in sector: 8000, of whom approx. 25 % women

High degree of union membership, 95-98%

Legal effect: Binding

⁹⁶ A similar wage agreement was entered into for the Swedish Electrical Employers' Association, Installation Section "Wage Agreement, Swedish Electrical Employers' Association, Installation Section 1995" and one with the same wording with the Energy Group [Energigruppen] as the employer.

Of particular interest:

- Proposal that an equal opportunities agreement is to be drawn up by working parties comprising representatives of the social partners
- Need to draw up wage statistics for the industry on the basis of equal opportunities issues is to be assessed by these working parties⁹⁷

7.19 National agreement for horticulture, 1995

see 4.2.2.4 and 5 (footnotes)

Period of validity: 1 April 1995- 31 March 1998, Wages 1 October 1995 - 31 March 1998

Parties:

Employer: Association of Swedish Forestry and Agricultural Employers

Employee: Swedish Agricultural Workers' Union

Level of agreement: National agreement for the sector

Type of agreement: Agreement on wage conditions and terms of employment

Gender-neutral but wording on the basis of a male employee as the norm as well as gender-specific rules on maternity pay

Labour market sector: Agriculture, horticulture, landscaping, etc

Number of employees in sector: Approx. 20000 - 30 000, of whom approx. 50 % women

Number of employees in area of agreement: Approx. 4000, of whom over 50% women

⁹⁷ In the agreement named in the previous footnote "the need and conditions for equal opportunities agreements" is to be assessed.

Unionization only approx. 70%⁹⁸

Employees covered by the agreement: Operating staff

Not covered by the agreement: Company and project managers and administrative staff

Legal effect: Binding

Of particular interest:

- Individual gender-specific wording can indicate traditional views of gender and "the male norm"
- Rules on maternity pay

⁹⁸ Large number of small and family-run businesses in the sector.

References

Legislation

Order prohibiting discrimination on grounds of sex and age when hiring staff, etc. (SFS 1973:279)

Regulation (1976:686) on equal opportunities between women and men employed by the state

Circular (1976:687) on measures to promote equal opportunities between women and men employed by the state

Regulation (1984:803) on equal opportunities in public administration

The Equal Opportunities Act (1991:433)

The Parental Leave Act (1995:584)

The General Insurance Act (1962:381)

The Act concerning Equal Opportunities between Women and Men at Work (1979:1118)
(revoked)

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AD 1987:132

AD 1990:34

AD 1991:65

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Swedish Electrical Employers' Association, etc, wage agreements between Swedish Electrical Employers' Association and Installation Section, Energy Group and Power Section, 1995

Folksam Agreement on general terms of employment, etc, for Folksam employees 1995

The Industrial Salaried Employees' agreement, national agreement on general terms of employment, 1986

Local authorities General provisions, AB 95
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Co-determination agreement for local authorities and county councils MBA-KL 80
Equal opportunities policy for local authorities and county councils, 1994

Pulp and paper industry agreement on co-operation in the pulp and paper industry 1995

Tele Tele participation and development agreement, 1996

Horticulture, etc National agreement for landscape gardening, 1995
National agreement for horticulture, 1995

SAF, etc SAF-PTK equal opportunities agreement 1977
Equal opportunities agreement between SAF and LO/PTK

Samhall Samhall development agreement, 1996

SAV 1984 A 40, Co-determination agreement - private sector MBA-S, 1984

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SOU 1990:41 *Tio år med jämställdhetslagen - utvärdering och förslag [Ten years of the Equal Opportunities Act - evaluation and proposals]*

SOU 1996:145 *Arbetstid, längd, förläggning och inflytande [Working hours, length, rearrangement and influence]*

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Vilka pappor kom hem? [Which dads came home?] National Social Insurance Board [Riksförsäkringsverket] Report 1993:3

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Abbreviations

AB-95	Allmänna Bestämmelser Kommunal 1995 [General Provisions], Kommunal 1995
AD	Arbetsdomstolen [Labour Court]
CF	Sveriges Civilingenjörsförbund [Swedish Association of Graduate Engineers]
FTF	Försäkringstjänstemannaförbundet [Swedish National Union of Insurance Company Employees]
HÖK	Huvudöverenskommelse om lön och allmänna anställningsvilkor [Basic Agreement on Wage Conditions and General Terms of Employment]
KFO	Kooperationens Förhandlingsorganisation [Co-operative Negotiating Organisation]
LO	Landsorganisation [Swedish Trade Union Confederation]
MBA	Medbestämmandeavtal, Co-determination Agreement
Pappers	Svenska Pappersindustriarbetareförbundet [Swedish Pulp and Paper Workers' Union]
PTK	PrivatTjänsteMannakartellen [Negotiation Cartel for Salaried Employees in the Private Sector]
SACO	Sveriges Akademikers Central Organisation [Swedish Confederation of Professional Organisations]
SAF	Svenska Arbetsgivareföreningen [Swedish Employers' Confederation]
SAV	Statens Arbetsgivarverk [National Agency for Government Employers]
SCB	Statistiska Centralbyrån [Statistics Sweden]
SEKO	Facket for Service och Kommunikation [Union of Service and Communication Employees]
SFS	Svensk Författnings Samling [Swedish Statute Book]
SHSTF	Svenska Hälso- och sjukvårdens tjänstemannaförbund [Swedish Association of Public Health Officers]
SIF	Svenska Industritjänstemannaförbundet [Swedish Industrial Salaried Employees' Organization]

SKAF	Svenska Kommunalarbetareförbund (Kommunal) [Swedish Municipal Workers' Union]
SKTF	Sveriges Kommunaltjänstemannaförbund [Swedish National Union of Local Government Employees]
SOU	Statens Offentliga Utredningar [Swedish Government Official Reports]
SSIF	Sveriges Skogsindustrieförbund [Employers' Federation of Swedish Forest Industries]
TCO-S	Tjänstemännens Centralorganisation, Statlig [Central Organization of Salaried Employees, Section for State Employees]
ÖLA	Överenskommelse om lön och allmänna anställningsvillkor [Agreement on Wage Conditions and General Terms of Employment]