Employment Protection Act (1982:80)

Amendments: up to and including SFS 2022:836

Introductory provisions
Section 1
This Act applies to employees in the public or private sector.

However, the following employees are exempt from this Act:
1. employees who are employed to work in their employer's household; and
2. employees who are employed in upper secondary apprentice employment.

The provisions of Sections 4–6b, 6f, 6g, 7–20, 22–37, 39 and 40 do not apply to the following employees:
1. employees whose duties and conditions of employment are such that they may be deemed to occupy an executive or comparable position;
2. employees who are members of the employer's family, and
3. employees who are employed through special employment support, in sheltered employment or with wage subsidies for development in employment. (SFS 2022:448)

Section 2
If another act or an ordinance issued pursuant to an act contains special provisions that differ from this Act, those provisions shall apply. (SFS 2022:835)

Section 2 a
An agreement is invalid to the extent that it:
1. revokes or limits employee rights under this Act unless otherwise follows from Section 2b,; or
2. deviates from Section 7, first or second paragraph, unless otherwise follows from Section 2c. (SFS 2022:835)

Section 2 b
Derogations may be made from Sections 5 and 5a, Section 6, second and third paragraphs, and Sections 7a, 7b, 22, 25–27 and 33d through a collective agreement. If the agreement has not been entered into or approved by a central employee organisation, however, a collective agreement entered into or approved by such an organisation must be in effect between the parties in other matters, or else such a collective agreement must be temporarily not in effect. Subject to the same conditions, it is also permitted to decide on the more exact calculation of benefits referred to in Section 12 through a collective agreement.

Derogations may also be made from Sections 4b, 11, 15, 21, 28, 32, 33a, 33b, 40 and 41 through a collective agreement entered into or approved by a central employee organisation. It is also permitted, through such a collective agreement, to make derogations from:

1. from Sections 6b–6e, provided that the agreement does not mean that less favourable rules will apply for employees than follow from:
   – Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of businesses, in the wording of Directive (EU) 2015/1794 of the European Parliament and of the Council, or
   – Directive (EU) 2019/1152 of the European Parliament and of the Council of 20 June 2019

on transparent and predictable working conditions in the European Union, in the original wording;

2. from Section 30a, with regard to notification under Section 15;
3. from Sections 30, 30a and 31, with regard to the rights of local employee organisations;
4. from Section 4, second paragraph regarding how an employment contract that is valid for an indefinite term can be terminated at the time specified in Section 32a; and
5. from Section 6, first paragraph, and Sections 6h and 6i, provided that the agreement respects the overall protection of employees referred to in Directive (EU) 2019/1152 of the European Parliament and of the Council, in the original wording.

An agreement on derogations from Section 21 may also be made outside relationships regulated by collective agreements if the agreement requires the application of a collective agreement entered into for the area of activity. (SFS 2022:835)

Section 2 c

Through or by means of a collective agreement, derogations may be made from Section 7, first paragraph regarding what are to be considered objective grounds, or second paragraph regarding redeployment to other duties, provided that on the employee side, the agreement has been concluded by an association of central employee organisations referred to in Section 6, third paragraph of the Employment (Co-determination in the Workplace) Act (1976:580).

A breach of a provision of a collective agreement under the first paragraph that has taken the place of this Act is to be considered a breach of the Act. (SFS 2022:835)

Section 2 d

An employer who is bound by a collective agreement under Section 2b, first or second paragraph, or Section 2c, first paragraph may also apply the agreement to employees who are not members of the employee organisation that is party to the agreement but are engaged in work to which the agreement refers. (SFS 2022:835)

Section 3

When applying Sections 5a, 6h 7a, 11, 15, 22, 25, 26 and 39, the following special provisions on calculating the duration of employment apply:

1. An employee who changes employment by transferring from one employer to another may add the time spent in the first position to the time spent in the second position, if the employers belong to the same group at the time of the transfer.
2. An employee who changes employment in connection with the transfer of an undertaking, a business or part of a business from one employer to another through a transfer encompassed by Section 6b may add the time spent with the first employer when the length of employment with the second employer is calculated. This also applies in connection with a change of employment in connection with bankruptcy.
3. If several such changes of employment as are referred to in points 1–2 occur, the employee may add the periods of employment with all the employers together.

If an employee has had three or more specific fixed-term contracts under Section 5, first paragraph, point 1 with the same employer within the same calendar month, the time between contracts is also calculated as time employed in specific fixed-term employment when applying Sections 5a, 7a, 15, 25 and 26.

Employees who have been re-employed under Section 25 shall be treated as having achieved the length of employment required for notification under Section 15 and right to priority under Section 25. (SFS 2022:835).

Employment contracts

Section 4

Employment contracts apply for an indefinite term. However, fixed-term employment contracts may be entered into in cases referred to in Sections 5 and 6. If such a contract is entered into under other circumstances, the employee can obtain a court declaration that the contract shall be valid for an indefinite term, as stated in Section 36.

Employment contracts that are valid for an indefinite term may be terminated by the employer or the employee with effect following a certain notice period. Fixed-term employment ends without prior notice at the expiry of the period of employment or when the work is completed, unless otherwise agreed or unless otherwise follows from Section 5a or Section 6. Section 4b contains a specific regulation on the obligation to leave a position of employment when an employee becomes entitled to full sickness compensation under the Social Insurance Code.

An employee may resign from their position with immediate effect if the employer has neglected their obligations towards the employee in substantial respects.

In cases referred to in Section 18, an employer may terminate employment with immediate effect by summary dismissal.

Pursuant to Sections 6, 8–10, 15, 16, 19, 20, 28–32, 33, 33a and 33c, an employer is, in certain cases, obliged to inform and engage in consultations with the employee and the relevant employee organisation, and apply certain procedures in connection with the entry into, and termination of, an employment contract. (SFS 2022:835)

Section 4 a

Employment contracts refer to full-time work, unless otherwise agreed.

If an employment contract does not refer to full-time work, the employer must indicate the reason for this in writing at the employee's request. The information must be provided within three weeks of the request being presented. (SFS 2022:835)

Section 4 b

If an employer wishes an employee to leave their employment upon becoming entitled to full sickness compensation under the Social Insurance Code, the employer must give the employee written notice of this immediately upon learning of the decision concerning sickness compensation. (SFS 2022:835)

Section 5

A contract of employment for a fixed term may be concluded for:

1. general fixed-term employment;
2. temporary substitute employment:
3. seasonal employment.

However, an employer must not employ an employee for a substitute position to circumvent the employee's rights under Section 3, second paragraph. (*SFS 2022:835)*

Section 5 a
Specific fixed-term employment is transformed into indefinite-term employment when an employee has been employed by the employer in a specific fixed-term position for a total of more than twelve months:

1. during a five-year period; or
2. during a period in which an employee has been employed by the employer in fixed-term periods of employment in the form of specific fixed-term employment, temporary substitute employment or seasonal employment and the periods of employment have succeeded one another.

An employment contract has succeeded another where it has begun within six months of the last day of the previous contract.

Temporary substitute employment is transformed into indefinite-term employment when an employee has been employed by the employer in a substitute position for a total of more than two years during a five-year period. (SFS 2022:835)

Section 6
A contract for probationary employment of a limited duration may also be entered into, provided that the probationary period does not exceed six months.

Where the employer or employee does not wish the employment to continue after the expiry of the probationary period, notification of such must be given to the other party not later than at the expiry of the probationary period. In the absence of the above-mentioned notice, the probationary employment shall become indefinite-term employment.

Unless otherwise agreed, probationary employment may also be terminated prior to the expiration of the probationary period. (SFS 1994:1685).

Section 6 b
In conjunction with the transfer of an undertaking, a business or a part of a business from one employer to another, the rights and obligations under contracts of employment and employment relationships that existed at the time of the transfer to the new employer shall also be transferred. The previous employer shall, however, be liable to the employee for any financial obligations that are related to the period prior to the transfer. This paragraph shall also apply to employees who are employed within the public sector or on sea-going vessels.

The provisions contained in the first paragraph shall not apply to transfers in conjunction with bankruptcies.

Nor shall the provisions contained in the first paragraph apply to old-age, invalidity, or survivor benefits.

Notwithstanding the provisions of the first paragraph, contracts of employment and employment relationships shall not be transferred to a new employer in the absence of consent to such by the employee. (SFS 1994:1685).

Section 6 c
An employer must provide an employee with written information on all terms and conditions that are of essential importance to the employment relationship.

The information must contain at least the following details:

1. the employer's and employee's names and addresses, the commencement date of the employment and the workplace or, if there is no permanent or primary workplace, information about whether the work is to be carried out in different locations or whether the employee may decide on their workplace;
2. a short specification or description of the employee's tasks and occupational designation or title;
3. whether the employment is for an indefinite term or for a fixed term or if it is probationary employment; and
   a) for indefinite-term employment: the notice periods that apply;
   b) for fixed-term employment: the last day of the contract or the terms and conditions that apply for the termination of employment and whether the employment is specific fixed-term employment, substitute employment or seasonal work;
   c) for probationary employment: the length of the probationary period and any terms and conditions of the probationary employment;
4. the starting rate of pay and other employment benefits, which must be indicated separately, and how often and in what way the wage will be paid;
5. the length of the employee's normal work day or work week or, if this cannot be specified due to the way the employer schedules working hours, information about how the employment's working hours are otherwise arranged;
6. what will apply for overtime or additional time and compensation for such work, where relevant;
7. the minimum time period for notification of the scheduling of ordinary working hours and on-call time and, where relevant;
   a) that the scheduling of these hours will vary between times and days;
   b) regulations for changes of shift;
8. for workers from temporary agencies: the client company's name and address;
9. information about the right to training provided by the employer, where relevant;
10. the length of the employee's paid annual leave;
11. the provisions that the employer and employee must follow when one of them wishes to terminate the employment relationship
12. that the employer's social security contributions are paid to central government and information about the social security protection provided by the employer; and
13. the applicable collective agreement, where relevant.

Information under the first paragraph and the second paragraph, points 1–7 must be provided as soon as possible, but no later than the seventh calendar day after the employee has begun work. Information under the second paragraph, point 3b must, irrespective of the length of the employment, be provided when the employment contract is entered into where the employment concerns specific fixed-term employment. Information under the second paragraph, point 8 must be provided as soon as the information is known. Information under the second paragraph, points 9–13 must be provided no later than one month after the employee has begun work.

Certain information may, where appropriate, be provided through references to acts, other statutes or collective agreements that regulate those matters. This concerns the information under:

1. the second paragraph, point 3a;
2. the second paragraph, point 3b regarding terms and conditions for termination of the employment;
3. the second paragraph, point 5 regarding information about the length of a normal work day or work week; and
4. the second paragraph, points 3c, 4, 6, 7b and 9–12. (SFS 2022:835)

Section 6 d

As regards employees stationed abroad, the employer shall, if the posting is intended to endure for a longer period than four consecutive weeks, prior to departure provide written information to the employee in accordance with section 6 c, unless this has already been done.

Prior to departure, the employer must also provide written information containing at least the following details:

1. the country or countries where the work will be carried out and the length of service abroad;
2. the currency in which the wage will be paid;
3. the cash compensation and payments in kind resulting from the work; and
4. whether compensation is paid for travel home and, if so, conditions for travel home.

For postings under Section 23 of the Posting of Workers Act (1999:678), the information must also contain the following details:

1. the compensation and other terms and conditions that are applicable under Section 23 of the Posting of Workers Act;
2. additional compensation associated with the posting and regulations on compensation for expenses for travel, board and lodging, where applicable; and
3. a link to the host country's national website in accordance with Article 5(2) of Directive 2014/67/EU of the European Parliament and of the Council of 15 May 2014 on the enforcement of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services and amending Regulation (EU) No 1024/2012 on administrative cooperation through the International Market Information System ('the IMI Regulation'), in the original wording.

The information referred to in items 2 and 3 may, provided it is appropriate, be provided in the form of references to acts, other enactments or collective bargaining agreements governing such issues. (SFS 2022:448).

Section 6 e

If the terms and conditions of the employment are changed through a decision of the employer or through an agreement between the employer and the employee, and the change concerns any of the information that the employer has provided, or would have provided, the employer must provide written information about the change as soon as possible, but no later than the date on which the change will begin to apply. (SFS 2022:448)

Section 6 f

The employer shall provide employees with fixed term employment with information about indefinite-term employment and probationary employment vacancies. The information may be provided by it being made generally available at the workplace.

As regards employees with fixed-term employment who are on parental leave, the information shall, if the employee so requires, be provided directly to him or her. (SFS 2007:389)

Section 6 g

At the request of an employee, the employer shall provide written information about the employee's aggregate period of employment. At the request of an employee who is employed in a fixed-term employment under Section 5, points 1–3, the employer shall provide written information about all periods of employment that are relevant in the application of Section 5a. For each period of employment of this type, the form of fixed-term employment, the commencement date of employment and the final date of employment shall be given.

Information pursuant to the first paragraph shall be provided within three weeks of the request being presented. When calculating the length of employment and when determining which previous periods of employment are covered by the obligation to provide information, account shall also be taken of periods of employment under Section 3, first paragraph, points 1–3. (SFS 2016:248)

Section 6 h

If an employee with a fixed-term contract requests a different form of employment or more working hours, or if an employee who is employed for an indefinite term requests more working hours, the employer must provide a written reply to the employee within one month of the request. The reason for the employer's position must be provided in the written reply.

An employee's entitlement to a written reply is conditional on them having been employed by the employer for a total of at least six months, and not being employed on a probationary basis, when the request is made.

If the employee makes a new request within twelve months of the previous request, the employer is not obliged to provide a written reply, provided that the employee was entitled to a written reply to previous request under the second paragraph. (SFS 2022:448)

Other employment

Section 6 i

An employer must not prohibit an employee from taking employment with another employer during the employment.

However, the first paragraph does not apply if the other employment:

1. interferes with the employee's duties;
2. competes with the employer's activities in a way that could cause harm; or
3. could harm the employer's activity in some other way.

An employer must not disadvantage an employee as a result of the employee having employment with another employer during the employment. (SFS 2022:448)

Notice of termination by the employer

Section 7

Notices of termination by the employer must be based on objective grounds. Objective grounds include a lack of work, or circumstances personally attributable to the employee.

Notice of termination is not based on objective grounds if it is reasonable to require the employer to provide the employee with different work. If the employer has previously provided the employee with different work due to circumstances personally attributable to the employee, the employer is considered to have fulfilled its redeployment obligation, unless there are special grounds.

A transfer of an undertaking, activities or a part of activities under Section 6b does not constitute objective grounds to terminate the employee's contract. However, this prohibition does not prevent termination based on economic, technical or organisational reasons that entail changes in the labour force.

If notice of termination is based on circumstances personally attributable to the employee, it must not be based solely on circumstances that were known to the employer for more than two months before

notification was provided under Section 30 or, if no such notification has been provided, two months before the date of the notice of termination. However, the employer may base the notice of termination solely on circumstances known to the employer for more than two months if the time discrepancy is due to the employer delaying the notification or notice of termination at the employee's request or with the employee's consent, or if there are special grounds to cite the circumstances. (SFS 2022:835)

Section 7 a

A reorganisation that involves one or more employees in the same operational unit with the same tasks being offered redeployment under Section 7, second paragraph to new duties that only entail reduced working hours, the employer must observe the following order of priority rules applicable to employees who have more working hours than the lowest number it intends to offer:

1. Employees with a shorter employment time must be offered redeployment before employees with a longer employment time.
2. Offers entailing fewer working hours must be made before offers entailing more working hours.

(SFS 2022:835)

Section 7 b

An employee who accepts an offer of redeployment under Section 7, second paragraph to new duties that only entail reduced working hours is entitled to an adjustment period. During the adjustment period, the employee may retain their working hours and employment benefits. The adjustment period begins when the employee accepts the offer and is as long as the period of notice that would have applied for a notice of termination by the employer, but no more than three months.
(SFS 2022:835)

Section 8

Notice of termination by the employer must be given in writing.

In the notice of termination, the employer must state the procedure to be followed by the employee in the event the employee wishes to claim that the notice of termination is invalid or to claim damages as a consequence of the termination. Such notice shall also state whether or not the employee has rights of priority concerning re-employment. Information shall also be included in the notice, where applicable, that notification is required in order for the employee to exercise such rights.

Section 9

The employer is obligated, upon request by the employee, to state the circumstances on which notice of termination is based. This statement must be in writing, where the employee so requests.

Section 10

Notice of termination must be delivered to an employee personally. Where this cannot reasonably be required, notice may instead be posted by registered letter to the employee's last known address.

Notice of termination shall be deemed effective when received by the employee. Where the employee cannot be reached and notice of termination has been dispatched by letter according to the first paragraph, notice of termination shall be deemed effective 10 days after the letter was submitted to the post office for delivery. If the employee is on holiday, notice of termination shall be deemed effective not earlier than the day after the holiday ends.

Period of notice
Section 11
The minimum period of notice for both employer and employee shall be one month.
An employee is entitled to a period of notice of:

- two months, if the total period of employment with the employer is at least two years but less than four years;
- three months, if the total period of employment is at least four years but less than six years;
- four months, if the total period of employment is at least six years but less than eight years;
- five months, if the total period of employment is at least eight years but less than ten years; and
- six months, if the total period of employment is at least ten years.

If an employee who is on parental leave under Section 4 or 5 of the Parental Leave Act (1995:584) is given notice of termination due to a shortage of work, the period of notice should begin:

- when the employee fully or partly resumes their work; or
- when the employee would have resumed their work according to the application for parental leave that applies when notice of termination is given. (SFS 2015:759).

Pay and other benefits during the period following notice of termination
Section 12
An employee who has been given notice is entitled to retain pay and other employment benefits during the period of notice, notwithstanding that the employee is not assigned any duties or is assigned duties different from those the employee previously performed. (SFS 1984:1008).

Section 13
Where the employer has stated that the employee need not be available for work following notice of termination or need only work for part of the period of notice any income earned by the employee from other employment during the same period may be deducted by the employer from benefits payable under Section 12, first paragraph.

The employer is also entitled to deduct income that the employee obviously could have earned from other suitable employment during this period. (SFS 1993:718).

Section 14

An employee who has been given notice of termination may not be transferred to another locality during the period of notice, if the employee's opportunities of seeking new employment are thereby impaired to an extent that is not insignificant.

An employee who has received notice of termination is also entitled, during the period of notice, to reasonable leave of absence from the employment with full employment benefits in order to visit an employment agency or otherwise seek work.

Notification that fixed-term employment will not be continued
Section 15
An employee who is employed for a fixed term as provided in Section 5 and who will not be given further employment when the employment ends, must be notified to this effect by the employer not less than one month before the expiration of the period of employment. However, a condition for the right to such notification is that the employee, when the employment terminates, has been employed by the employer for a total of more than twelve months over the past three years, or a

total of more than nine months in specific fixed-term employment over the past three years. If the term of employment is so short that notification cannot be provided one month in advance, notification must instead be provided when the employment begins.

Where a seasonal employee, who at the end of the employment has been employed by the employer for a specific season for more than six months during the past two years, will not be given further seasonal employment at the beginning of the new season, the employer must notify the employee to this effect at least one month prior to the commencement of the new season. (SFS 2022:835)

Section 16
Notification under Section 15 must be in writing.

The employer must state in the notification the procedure to be followed by the employee in the event the employee wishes to initiate proceedings to have the contract declared to apply as an indefinite-term employment, or to claim damages for a breach of Section 4, first paragraph of this Act. The notification must also inform the employee whether or not the employee is entitled to rights of priority in connection with re-employment. Information shall also be included in the notice, where applicable, that notification is required in order for the employee to exercise such rights.

Notification must be delivered to the employee personally. If this cannot reasonably be required, notification may instead be posted by registered letter to the employee's last known address.

Section 17
An employee who has received notification under Section 15, first paragraph, is entitled to a reasonable leave of absence with full employment benefits in order to visit an employment agency or otherwise seek work.

Summary dismissal
Section 18
An employee may be summarily dismissed where he has grossly neglected his obligations to the employer.

Summary dismissal may not be based solely on circumstances that were known to the employer more than two months before notice was given under Section 30 or, where no such notice was given, two months before the date of dismissal. However, the employer may base the summary dismissal entirely on circumstances known to him for more than two months if upon the request of the employee or with the consent of the employee the employer has delayed the giving of notice or dismissal or where there are extraordinary reasons for invoking such circumstances. (SFS 1993:1496).

Section 19
Notice of summary dismissal by the employer must be given in writing.

The employer shall state in the notice of summary dismissal the procedures that the employee must comply with in the event the employee wishes to claim that the dismissal is invalid or wishes to claim damages as a consequence of the dismissal.

The employer is obligated, upon request by the employee, to state the circumstances on which notice of summary dismissal is based. This statement must be in writing, where the employee so requests.

Section 20
Notice of summary dismissal must be delivered to an employee personally. Where this cannot reasonably be required, notice may instead be posted by registered letter to the employee's last known address.

Notice of summary dismissal shall be deemed given when communicated to the employee. Where the employee cannot be reached and notice of summary dismissal has been dispatched by letter as provided in the first paragraph, notice of summary dismissal shall be deemed given 10 days after the letter was submitted to the post office for delivery. If the employee is on holiday, notice of dismissal shall be deemed given not earlier than the day after the holiday ends.

Pay and other benefits during lay offs
Section 21
An employee who is laid off is entitled the same pay and other employment benefits as if the employee had been allowed to continue his or her duties. This however, does not apply where the lay off is a consequence of the seasonal nature of the work or the fact that the work is otherwise inherently intermittent. (SFS 1984:1008).

Order of priority in connection with termination of employment
Section 22
In the event of notice of termination on the grounds of shortage of work, the employer shall observe the following rules on priority.

Before the order of priority is determined, an employer may, regardless of the number of groups involved in the order of priority, exclude at most three employees whom the employer deems to be particularly important for its continued activities. If such exclusion take place, no additional exclusions are permitted in the event of any notice of termination within three months after the first notice of termination took place.

Where the employer has several operational units, the order of termination shall be determined separately within each unit. The circumstance alone that one employee has his workplace at his home, does not mean that the workplace comprises a separate operational unit. If the employer is, or is usually, bound by a collective bargaining agreement, a special order of termination shall be established for each agreement sector. Where, under circumstances as mentioned above, there are several production units in the same locality, a single order of termination shall be drawn up for all the units in the locality that fall within the agreement sector of an organisation of employees, provided the organisation makes a request to this effect not later than the time for negotiations under Section 29.

The order of termination for those employees who are not exempted is determined on the basis of each employee's total time of employment with the employer. Employees with longer employment times shall have priority over employees with shorter employment times. In the event of equal employment times, priority shall be given to the older employee. Where it is only possible to offer continued work to an employee with the employer following a re-location of the employee, priority shall be contingent on the employee possessing satisfactory qualifications for the continued work. (SFS 2022:835)

Section 23
An employee who has reduced working capacity and who has, therefore, been given special duties by the employer shall be given priority for continued work, notwithstanding the rules on priority, where such can be accomplished without serious inconvenience to the employer.

Section 24
Repealed (SFS 1984:1008).

Rights of priority for re-employment, etc.
Section 25
Employees whose employment has been terminated based on a lack of work have a preferential right to re-employment in the organisation where they were previously employed. The same applies to employees who have been employed for a fixed term under Section 5 and who have not been offered continued employment due to a lack of work. However, for this preferential right to apply, the employee must be sufficiently qualified for the new employment and have had a sufficiently long period of employment with the employer. The period employment must:

1. total more than twelve months over the past three years;
2. as regards a preferential right to new specific fixed-term employment, total at least nine months in such employment over the past three years; or
3. as regards a preferential right to new seasonal employment for a previously seasonally employed worker, total at least six months over the past two years.

The right to priority shall apply from time of the notice of termination or when notice was given or should have been given under Section 15, first paragraph, and thereafter until nine months from the date that the employment ceased. With respect to seasonal employment, rights of priority shall instead apply from the time when notice was given or should have been given under Section 15, second paragraph, and thereafter until nine months have elapsed from the commencement of the new season. Where during the above-mentioned periods of time the undertaking, the business or the part of the business in which the activities are conducted has been transferred to a new employer by such a transfer as is subject to Section 6 b, the right to priority shall apply with respect to the new employer. Rights of priority shall also apply in circumstances where the previous employer was put into bankruptcy.

Where the employer has several production units, or if the employer's business involves several collective bargaining agreement sectors, the rights of priority shall apply to employment within the unit and the collective bargaining agreement sector to which the employee belonged at the termination of the previous employment. Where, under such circumstances, there are several production units in the same locality, priority within the collective bargaining agreement sector of an organisation of employees shall apply to all of the employer's production units in the locality, provided such a request is made by the organisation not later than the time for negotiations as provided for in Section 32. (SFS 2022:835).

Section 25 a
Notwithstanding Section 25, a part-time employee who has notified his or her employer that he or she desires to have employment at a higher level of occupation, though at most full-time, has a priority right to such employment. This right is contingent upon the employer’s need of labour being satisfied by the part-time employee being employed at a higher level of occupation and that the part-time employee is adequately qualified for the new work tasks.

If an employer has several production units, the priority right applies to employment at the unit where the employee is engaged part-time.

The priority right does not apply as regards a person who is entitled to re-allocation of work under Section 7, second paragraph. (SFS 2006:440).

Section 26
Where several employees are entitled to priority for re-employment under Section 25 or priority right to employment at a higher level of occupation under Section 25 a, the order in which they are inter se to be re-employed shall be determined on the basis of each employee's total period of employment with the employer. Employees who have longer periods of employment shall have priority over employees with shorter periods of employment. In the event of equal periods of employment, the employee who is senior in age shall be given priority. (SFS 1996:1424).

Section 27
Where notice regarding the right of priority to re-employment has been given under Section 8, second paragraph or Section 16, second paragraph, the right of priority may not be exercised by the employee prior to notice by the employee to the employer of his intention to exercise such right.

An employee who accepts an offer of re-employment shall not be obligated to commence the new employment until after a reasonable period of transition.

Where an employee declines an offer of re-employment that the employee should reasonably have accepted, any right to priority shall be forfeited.

Negotiations, etc.
Section 28
An employer who is bound by a collective bargaining agreement and who enters into a contract of fixed-term employment regarding work governed by the collective bargaining agreement, shall immediately notify the relevant local organisation of employees of the contract of employment. Such notice shall also be given when a collective bargaining agreement is temporarily not in force.

However, no such notice need be given where the period of employment is not more than one month.

Section 29
Sections 11 - 14 of the Employment (Co-determination in the Workplace) Act (1976:580) shall apply in respect of the duty of employers to enter into negotiations before deciding on termination of employment on the grounds of a shortage of work, lay- offs or re-engagement following lay-offs. (SFS 1989:963).

Section 30
An employer who wishes to summarily dismiss an employee or to give notice terminating employment for reasons relating to the employee personally, shall inform the employee of this in advance. Information concerning termination shall be given at least two weeks in advance. Information concerning summary dismissal shall be given at least one week in advance. If the employee is a union member, the employer shall notify the local organisation of employees to which the employee belongs at the same time as notice is given to the employee.

The employee and the local organisation of employees to which the employee belongs are entitled to consultations with the employer concerning the measure to which the information and the notice

relate. This shall apply provided that such consultations are requested not more than one week after information or notice was given.

Where such consultations have been requested, the employer may not give notice of termination or summarily dismiss the employee until the consultations have been concluded. (SFS 1989:963).

Section 30 a

An employer who gives an employee notice, under Section 15, of the termination of fixed-term employment, shall at the same time notify the local organisation of employees to which the employee belongs.

The employee and the local organisation of employees are entitled to enter into consultations with the employer concerning the notice. (SFS 1989:963).

Section 31

An employer who intends to give notice to an employee that probationary employment will be terminated prematurely, or that such employment will be terminated without it being converted into indefinite-term employment, shall notify the employee of such at least two weeks in advance. Where the employee is a union member, the employer shall notify the local organisation of employees to which the employee belongs at the same time as notice is given to the employee.

The employee, and the local organisation of employees to which the employee belongs, shall be entitled to consultations with the employer concerning the notice.

Section 32

An employer who intends to employ an employee under circumstances where another person has rights of priority for re-employment in the business or rights of priority for employment at a higher level of occupation, shall first negotiate with the relevant organisation of employees under Sections 11 - 14 of the Employment (Co-determination in the Workplace) Act (1976:580). The above-mentioned provision shall also apply where a question arises as to which of several persons with rights of priority shall obtain re-employment or employment at a higher level of occupation. (SFS 1996:1424).

/Heading enters into force on 1 January 2023./

Right to remain in the employment up to the age of 69

Section 32 a

/Enters into force on 1 January 2023./ An employee is entitled to remain in the employment up to the end of the month when he or she attains the age of 69, unless otherwise prescribed by this Act. (SFS 2019:529).

/Heading enters into force on 1 January 2023./

Special provisions for employees aged 69 or over

Section 33

/Enters into force on 1 January 2023./ In the event of notice of termination of an employee aged 69 or over, the following provisions will not apply:

1. Section 7 regarding objective grounds for notice of termination;
2. Section 8, second paragraph regarding the contents of a notice of termination;
3. Section 9 regarding the employer's obligation to state the grounds for notice of termination; and
4. Section 34 regarding invalidity of a notice of termination.

(SFS 2022:836)

Section 33 a

/Enters into force on 1 January 2023./ In the event of notice of termination of an employee aged 69 or over, Section 30 regarding notification to the employee and trade union and the right to mediation applies, unless negotiations under Sections 11–14 of the Employment (Co-determination in the Workplace) Act (1976:580) have been held on the matter.
(SFS 2019:529)

Section 33 b

/Enters into force on 1 January 2023./ An employee aged 69 or over is not entitled to more than one month's notice of termination and does not have a preferential right to re-employment under Section 22, 23, 25 or 25a.
(SFS 2019:529)

Section 33 c

/Enters into force on 1 January 2023./ In the event of the dismissal of an employee aged 69 or over, the provisions of Section 35 concerning invalidity do not apply. In this situation, notification under Section 19, second paragraph does not need to contain information about what the employee must observe if they wish to claim that the dismissal is invalid.
(SFS 2019:529)

Section 33 d

/Enters into force on 1 January 2023./ For an employee aged 69 or over, specific fixed-term employment or temporary substitute employment is not transformed into indefinite-term employment under Section 5a.
(SFS 2022:836).

Disputes concerning validity of notices of termination or dismissals, etc.
Section 34

Where notice of termination is given without objective grounds, the notice shall be declared invalid upon the application of the employee. However, the above-mentioned provision shall not apply where the notice of termination is challenged solely on the grounds that it is in breach of the rules regarding priority.

In the event of a dispute concerning invalidity of a notice of termination, the court cannot, for the period up to the final ruling, decide that the employment must continue beyond the expiry of the period of notice.
(SFS 2022:835)

Section 35

Where an employee has been summarily dismissed under circumstances that would not constitute grounds for a valid notice of termination, the summary dismissal shall be declared invalid upon the application of the employee.

In the event of a dispute concerning invalidity of a dismissal, the court cannot, for the period up to the final ruling, decide that the employment must continue.
(SFS 2022:835)

Section 36
A contract of employment, the term of which has been limited in contravention of Section 4, first paragraph, shall, upon the application of the employee, be declared valid for an indefinite term.

Where such an application is brought, a court may order that the employment shall continue, notwithstanding the contract, pending final adjudication of the dispute. The employee shall be entitled to pay and other benefits under Sections 12 - 14 for the duration of the employment.

The first and second paragraphs do not apply to substitute positions if the grounds for the employee's claim are that it was the employer's aim to circumvent the employee's rights under Section 3, second paragraph through the employment.
(SFS 2022:835)

Section 37
Where a court has issued a final order that a notice of termination or a summary dismissal is invalid, the employer may not suspend the employee from work as a consequence of the circumstances that caused the notice of termination or summary dismissal.

Damages
Section 38
An employer who violates this Act shall be liable for damages for loss suffered by the employee as well as pay and other employment benefits to which the employee may be entitled. An employee who fails to comply with the notice obligations mentioned in Section 11, first paragraph, shall be liable for damages to the employer.

Damages under the first paragraph may comprise both compensation for losses sustained and for violation of the Act. Compensation for losses in respect of the period following the cessation of employment may not, under any circumstances, exceed the amount mentioned in Section 39.

Where reasonable, damages may be reduced, in whole or in part.

Section 38a
If a notice of termination under Section 7 or a dismissal under Section 18 is ruled invalid and compensation must be determined for the violation implied by the legal infringement, particular consideration is given to the purpose of discouraging infringements of these provisions.

Moreover, when action is brought concerning invalidity of a dismissal, particular consideration is given to the purpose of discouraging violations of Section 18 when determining compensation for the violation implied where a dismissal was unlawful, but based on objective grounds.
(SFS 2022:835)

Section 39
Where an employer refuses to comply with a court order that notice of termination or a summary dismissal is invalid, or that a fixed-term employment shall be valid for an indefinite term, the employment relationship shall be deemed to have been dissolved. As a consequence of the employer's refusal to comply with the court order, the employer shall pay damages to the employee under the following provisions.

Damages are to be determined according to the employee's total period of employment with the employer at the time of dissolution of the employment relationship, and shall correspond to the following amounts:

- 16 months' pay for less than five years of employment;
- 24 months' pay for at least five years but less than ten years of employment;
- 32 months' pay for ten or more years of employment;

Damages may not be determined, however, in such a manner that such damages are calculated on the basis of a greater number of months than have actually been commenced with the employer. Where the employee has been employed by the employer for less than six months, the amount assessed shall correspond to six months' pay. (SFS 2007:389).

Limitations

Section 40

An employee who intends to initiate proceedings to have a notice of termination or a summary dismissal declared invalid shall notify the employer of such intention not later than two weeks after notice of termination was given or summary dismissal has occurred. Where, however, the employee has not been informed of the procedures to be followed concerning invalidation, as provided in Section 8, second paragraph, or Section 19, second paragraph, the period of limitation shall be one month from the day on which the employment was terminated.

Where an employee claims that the term of a contract of employment has been limited in violation of Section 4, first paragraph, and where such employee intends to initiate proceedings to have the contract declared valid for an indefinite term, he shall notify the employer to this effect not later than one month after the expiration of the period of employment.

Where negotiations have been demanded within the period of notice in respect of a matter governed by the Employment (Co-Determination in the Workplace) Act (1976:580), or by a collective bargaining agreement, proceedings must be commenced not more than two weeks after the conclusion of the negotiations. In circumstances other than those referred to above, proceedings shall be commenced within two weeks of the expiry of the period of notice.

Section 41

Any person who wishes to claim damages or advance other claims based upon the provisions of this Act shall notify the other party to this effect not more than four months after the date on which the action giving rise to the damages was taken or the claim became payable. Where an employee has not been informed of the procedures to be followed for bringing a claim for damages as referred to in Section 8, second paragraph, or Section 19, second paragraph, the period of notice shall be calculated commencing on the day on which the employment was terminated. Where the employee's claim relates to a breach of Section 4, first paragraph, the period of limitation shall commence at the expiry of employment. If the employee’s claim relates to a breach of Section 6 f, the time limit is counted from the date on which anyone was appointed to the vacant employment.

Where negotiations have been demanded within the period of notice in respect of a matter governed by the Employment (Co-Determination in the Workplace) Act (1976:580), or by a collective bargaining agreement, proceedings must be commenced not more than four months after the conclusion of the negotiations. In circumstances other than those referred to above, proceedings shall be commenced within four months of the expiry of the period of notice. (SFS 2006:439).

Section 42
A claim shall lapse where notice has not been given or proceedings have not been commenced in respect thereof within the period stated in Sections 40 or 41.

Legal Proceedings
Section 43
Proceedings concerning the application of this Act shall be conducted in accordance with the Labour Disputes (Judicial Procedure) Act (1974:371). Proceedings under Sections 34 - 36 shall be conducted expeditiously.

A request for a decision under Section 36, second paragraph must not be approved without the other party having the opportunity to make a statement. However, if a delay would entail a risk of harm, the court may immediately approve the request until a further decision is taken. Decisions issued by a district court during legal proceedings may be appealed separately.
(SFS 2022:835)

Transitional provisions
SFS 1984:510
This Act shall enter into force on 1 July 1984 and shall apply to local collective bargaining agreements that are entered into after such date.

SFS 1984:1008
This Act shall enter into force on 1 January 1985. Agreements in respect of lay-offs, which were entered into prior to the entry into force of this Act shall be without effect to the extent such agreements deviate from this Act.

SFS 1989:428
This Act shall enter into force on 1 July 1989. Previous provisions shall continue to apply with respect to persons who, following the entry into force of this Act, remain in youth employment in the public sector.

SFS 1989:963
This Act shall enter into force on 1 January 1990.

Where notice or advance has been given prior to the entry into force of this Act that a fixed-term employment shall terminate, the previous provisions of this Act shall continue to apply to such relationship after the entry into force of this Act.

SFS 1990:1357
1. This Act shall enter into force on 1 April 1991.
2.The new provisions in Section 5 shall only apply to contracts of employment that were entered into after the entry into force of this Act. The previous provisions shall apply to contracts of employment entered into prior to the entry into force of this Act.
3.The previous provisions of Section 33, first paragraph, shall apply to employees who attained the age of 65 prior to 1 May 1991.

SFS 1993:718
This Act shall enter into force on 1 July 1993. The previous provisions shall continue to apply where the period of notice commenced prior to the entry into force of this Act.

SFS 1993:1496

1. This Act shall enter into force on 1 January 1994.
2. Repealed (SFS 1994:1685).
3. With respect to employment conditions at the time of the entry into force of this Act, the employer shall, upon request by the employee, provide such information as is referred to in Section 6 a within two months of such request.
4. The new provisions in Section 7, third paragraph and Section 18, second paragraph shall only apply in respect of circumstances of which the employer became aware following the entry into force of the new provisions. In all other circumstances, the provisions shall be governed by the previous provisions.
5. Previous provisions in respect of rights of priority under Section 22 shall apply in conjunction with negotiations under the Employment (Co-Determination in the Workplace) Act (1976:580) regarding termination as a consequence of a shortage of work, provided negotiations were demanded prior to the entry into force of this Act.

SFS 1994:1685

1. This Act shall enter into force on 1 January 1995.
2. This Act shall not, however, apply with respect to a transfer of an undertaking, a business or a part of a business that occurred prior to the entry into force of this Act.
3. Previous provisions in respect of rights of priority under Section 22 shall apply in conjunction with negotiations under the Employment (Co-Determination in the Workplace) Act (1976:580) regarding termination as a consequence of a shortage of work, provided negotiations were demanded prior to the entry into force of this Act.

SFS 1996:1424

1. This Act shall enter into force, as regards Section 2 on 1 July 1997, as regards Section 5, second paragraph, on 1 January 2000, and otherwise on 1 January 1997.
2. As regards contracts of employment that have been entered into before 1 January 1997, Section 11 applies with its former wording.
3. As regards a person who has acquired rights of priority for re-employment under Section 25 before 1 January 1997, Section 25 applies with it former wording.
4. When applying the provisions concerning period of employment in Section 15, first paragraph, and Section 25, first paragraph, periods of employment before 1 January 1995 are ignored.

SFS 2001:298

1. This Act enters into force on 1 September 2001.
2. Collective bargaining agreement that has been concluded prior to the entry into force of the Act, apply notwithstanding Section 32 a until the agreement has expired, though at most up to and including the end of year 2002.
3. Regulations imposing an obligation to resign shall apply under the Regulation on Occupational Pension and Occupational Group Life Insurance for certain Employees with Non-government Employment (1991:1427), as worded on 1 January 2001, shall apply notwithstanding Section 32 a until the Pension Scheme for Employees with the Government and others has expired, though at most up to and including the end of year 2002.

SFS 2002:195

This Act enters into force on 1 January 2003. Older provisions shall still be applied concerning pension relating to periods before the entry into force.

SFS 2006:439

1. This Act enters into force on 1 July 2006.

2. The provisions of the repealed Section 6 a shall be applied instead of the provisions of Sections 6 c-e as regards contracts of employment concluded prior to 1 July 2006.

SFS 2006:440

1. This Act enters into force on 1 July 2007.
2. Sections 2, 4, 5, 5 a, 6 c, 15, 25 and 25 a, as previously worded, apply to contracts of employment concluded prior to 1 July 2007.
3. When calculating the time of employment for a temporary substitute employment under section 5, paragraph two, temporary substitute employment before 1 July 2007 shall be taken into account.
4. Repealed by (SFS 2007:390).

SFS 2007:389

1. This act enters into force on 1 July 2007.
2. For employees terminated before 1 July 2007, the repealed provisions of section three shall apply.
3. The older provisions of section 3 and 39 shall apply as regards deciding the amount of damages relating to a court verdict announced before 1 July 2007.

SFS 2007:391

1. This Act enters into force 1 January 2008.
2. The provisions of repealed Section 5 shall apply as regards employment agreements entered into before 1 January 2008.
3. In calculating the time of employment for a temporary substitute employment, time in temporary substitute employment before 1 January 2008 shall be taken into account.

SFS 2015:759

1. This Act enters into force on 1 February 2016.
2. Earlier provisions continue to apply if notice of termination is given during the time municipal child-raising allowance is paid under the repealed Act on Municipal Child-raising Allowance (SFS 2008:307).

SFS 2016:248

1. This Act enters into force on 1 May 2016.
2. For contracts of general fixed-term employment or temporary substitute employment entered into before entry into force, older provisions shall apply with regard to transformation into indefinite-term employment.
3. When calculating the aggregate length of employment and when determining whether employment contracts have succeeded one another as specified in Section 5a, employment contracts entered into before entry into force shall also be taken into account.
4. For employment contracts that expired before entry into force, the older wording of Section 6g applies.

SFS 2016:1271

1. This Act enters into force on 1 July 2017.
2. For employees who were employed in development employment before entry into force, the older wording of Section 1 applies.

2019:528

1. This Act enters into force on 1 January 2020.

2. The provision of Section 33d only applies to contracts for general fixed-term employment or substitute positions entered into after the entry into force of this Act. For contracts entered into before that date, the older wording of Section 5b applies.

3. Older provisions continue to apply to termination of employment due to a condition obliging an employee to leave their position of employment at a certain age under a collective agreement entered into prior to the entry into force of this Act. However, this only applies provided that the contract has a limited term of validity of no more than four years, and until the contract expires. In other cases, such condition is invalid to the extent that it revokes or limits an employee's right to remain in employment.

4. A condition in an individual contract obliging the employee to leave their employment at a certain age that was entered into prior to the entry into force of this Act is invalid to the extent that it revokes or limits an employee's right to remain in employment. However, older provisions continue to apply to such conditions in individual contracts entered into prior to 1 September 2001.

5. Older provisions continue to apply to matters involving notice of termination or dismissal where an employer gave notice of termination or dismissed an employee prior to the entry into force of this Act, or initiated a procedure for notice of termination or dismissal through a negotiation request or notification to the employee or trade union.

6. Older provisions continue to apply to written notice in accordance with the older wording of Section 33, first paragraph, where, prior to the Act's entry into force, an employer gave notice to an employee who attains the age of 67 prior to 1 February 2020. If the employee reaches the age of 67 on 1 February or later, the notice has no legal force.

2019:529

1. This Act enters into force on 1 January 2023.

2. The new wording of the provision in Section 33d only applies to contracts for general fixed-term employment or substitute positions entered into after the entry into force of this Act. For contracts entered into before that date, the older wording of the provisions applies.

3. Older provisions continue to apply to the termination of employment due to a condition obliging an employee to leave their position of employment at a certain age under a collective agreement entered into prior to the entry into force of this Act. However, this only applies provided that the contract has a limited term of validity of no more than four years, and until the contract expires. In other cases, such condition is invalid to the extent that it revokes or limits an employee's right to remain in employment.

4. A condition in an individual contract obliging the employee to leave their employment at a certain age that was entered into prior to the entry into force of this Act is invalid to the extent that it revokes or limits an employee's right to remain in employment. However, older provisions continue to apply to such conditions in individual contracts entered into prior to 1 September 2001.

5. Older provisions continue to apply to matters involving notice of termination or dismissal where an employer has gave notice of termination or dismissed an employee prior to the entry into force of this Act, or initiated a procedure for notice of termination or dismissal through a negotiation request or notification to the employee or trade union.

2022:448

1. This Act enters into force on 29 June 2022.

2. For employment contracts entered into prior to entry into force, the older wording of Sections 6c–6e applies.

3. If an employment contract was entered into prior to entry into force, the employer must, at the

employee's request, provide supplementary information in accordance with the new wording of the provisions in Sections 6c–6e.

2022:835

1. This Act enters into force on 30 June 2022.
2. The Act applies as of 1 October 2022.
3. Older provisions apply until 1 October 2022.
4. The new provision in Section 2a, second paragraph, point 2 applies to agreements entered into on 1 January 2022 or later to apply for the period after 30 September 2022. The date on which a collective agreement is considered to have expired may be determined in accordance with Labour Court case-law concerning Section 26 of the Employment (Co-determination in the Workplace) Act (1976:580).
5. The new provisions of Sections 7a and 7b do not apply to redeployment offers made prior to 1 October 2022.
6. For general fixed-term employment contracts that are ongoing on 1 October 2022, the older wording of Section 5a on transformation of employment into indefinite-term employment applies for the period thereafter.
7. However, when assessing whether a specific fixed-term employment has transformed into indefinite-term employment in accordance with the new wording of Section 5a, previous employment time in general fixed-term employment may be considered with respect to time in general fixed-term employment as of 1 March 2022. Time in general fixed-term employment prior to 1 March 2022 is not considered.
8. When applying the new wording of Sections 15 and 25, general fixed-term employment that is ongoing on 1 October 2022 is, for the period thereafter, considered fixed-term under Section 5 as specific fixed term employment.
9. If, prior to 1 October 2022, an employer gave notice of termination or dismissed an employee, or initiated a procedure for notice of termination or dismissal through a negotiation request or notification to the employee or trade union, the older provisions continue to apply to matters concerning the notice of termination or dismissal.
10. In the event of notice of termination due to lack of work, the older wording of Section 22 continues to apply if, prior to 1 October 2022, the employer requested negotiations on the matter under the Employment (Co-determination in the Workplace) Act.
11. For a request for written information concerning the reason for part-time employment under the new provision in Section 4a, second paragraph that is submitted to the employer during the period from 1 October 2022 to 1 January 2023, the employer has three months to provide information to the employee.